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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Service on Agents for Foreign Principals.

WE DESIRE to call attention to the Memorandum we print elsewhere as to applications for service of writs under R.S.C. Ord. 9, r. 8*a*, the new rule made last July (64 SOL. JOUR. 686) as to actions on contracts made within the jurisdiction with agents of principals abroad. The effect is to enable service to be made on the agent without the necessity of obtaining an order for service out of the jurisdiction under Ord. 11. The Memorandum has been drawn up by the Senior Master, Sir WILLES CHITTY, and approved by Mr. Justice ROCHE.

Sir Norman Hill on Officialism:

IT WILL be remembered that Sir NORMAN HILL, in the paper read by him at the Liverpool Meeting on Education for Students for the Solicitor's Profession (*ante*, p. 76), called attention to the increasing growth in State control over the freedom of the individual citizen, and saw in this a corresponding increase in the functions of solicitors—partly to protect the individual against the abuse of executive powers, and partly to enable him to keep abreast of official requirements. In Sir NORMAN HILL'S very interesting Presidential address to the Liverpool Law Society, which we print elsewhere, he returns to the same subject, and emphasizes the opportunity which now lies before solicitors to help the nation in regaining its freedom from the net of officialism which has been spread over it during the war. There is much else that is useful and interesting in the address; its call for help for the Solicitors' Benevolent Association, its discussion of item-fee remuneration—a system now partially relaxed but calling for further change—its argument against compulsory registration of title; but its outstanding feature is its protest against the continuance of bureaucratic interference with matters which are proper for individual control.

Provincial Trial of Divorce Cases.

THE ADMINISTRATION of Justice Bill which has been introduced in the House of Lords by the Lord Chancellor would, if there were a Ministry of Justice, no doubt have been called the Ministry of Justice (Miscellaneous Provisions) Bill. In fact it has the title "A Bill intituled an Act to amend the law with respect to the administration of justice and with respect to the constitution of the Supreme Court, to facilitate the reciprocal enforcement of judgments and awards in the United Kingdom and other parts of His Majesty's Dominions or Territories under His Majesty's protection, and to regulate the fees chargeable by, and on the registration of, Commissioners for Oaths." And yet with all this wealth of description it gives no hint of its real object which is primarily to introduce the provincial hearing of matrimonial cases, and secondarily to restrict trial by jury. There is much else, but these objects are the essence of the measure. As to matrimonial causes, Lord BIRKENHEAD adopts the plan of Lord BUCKMASTER'S Bill as amended and entrusts them to Commissioners of Assize. How this will work depends on the Commissioners. If a sufficient number are appointed, and of the right kind, the effect will not be materially different from conferring the jurisdiction on County Court Judges. At any rate, it is satisfactory that the Lord Chancellor recognises that a move in the way of decentralization must be made at once. But the Bill should be amended so as to confer right of audience on solicitors. This clause of the Bill is as follows :—

> "1. Any commissioner acting under a commission of assize or any other commission granted under section twenty-nine of the Supreme Court of Judicature Act, 1873, shall, subject to rules of court, have power to try and determine matrimonial causes of any prescribed class and any matters arising out of or connected with any such causes, and shall for that purpose have all such powers and duties as are vested in the Probate Divorce and Admiralty Division of the High Court under the enactments relating to divorce and matrimonial causes.
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> "For the purpose of the foregoing provision, the expression 'prescribed' means prescribed by the Lord Chancellor by order made with the concurrence of the Lord Chief Justice of England and the President of the Probate, Divorce and Admiralty Division of the High Court."

The Restriction of Trial by Jury and other Provisions.

CLAUSE 2 of the Administration of Justice Bill provides that in any action in the High Court, if the court or a judge is satisfied, on an application by either party, that the action cannot as conveniently be tried with a jury as without a jury, an order for trial without a jury may be made; but the consent of both parties will be necessary in cases of fraud, libel, slander, malicious prosecution, false imprisonment, seduction, or breach of promise of marriage. And the right to a jury under the Matrimonial Causes Act, 1857, s. 28, and that of the heir-at-law in a probate action are preserved. Clause 3 makes similar provision for county courts. Under clause 4, where a defendant admits a charge before justices, a true bill must be returned without evidence. Clause 5 extends the Admiralty jurisdiction of the High Court to various cases of contract and tort, but not where an owner or part owner is domiciled here. Clause 6 enables R.S.C. to be made with regard to the proof of particular facts in all cases, and not only in the cases specified in Judicature Act, 1874, s. 3, which is to be repealed. Under section 7 the President of the P. D. & A. Division is to have precedence next after the Master of the Rolls. This puts him above the other members of the Court of Appeal, and Judicature Act, 1891, s. 2, is to be altered accordingly. Clause 8 enables ex-judges to sit in the Court of Appeal or High Court. This finishes Part I. Part II. provides for the reciprocal enforcement of judgments in the United Kingdom and the other parts of the British Dominions. In Part III. (Miscellaneous), clause 15 gives to the judge and not the jury the decision of questions of foreign law, which, somewhat curiously, are treated as matters of fact; clause 17 enables probate to be granted to a corporation; but this is covered by clause 151 of the Law of Property Bill (as amended); under clause 18, administration bonds will be given to the Crown and not to the President of the P. D. & A. Division. Clause 19 authorises the Lord Chancellor to prescribe the fees of commissioners of oaths, and clause 20 authorises the Master of the Rolls to make regulations as to the enrolment of deeds. Altogether quite an omnibus Bill. But why is clause 17 wanted? Is Lord BIRKENHEAD in no hurry to get on with the Law of Property Bill?

The Judicial Committee and the Overseas Dominions.

AN INTERESTING discussion has been going on in *The Times* with regard to the maintenance of the Imperial jurisdiction of the Judicial Committee of the Privy Council. It commenced with an interview published on 25th October, with Lord CAVE, then just returned from Canada and the United States, where he had been invited to address the Canadian and American Bar Associations, in the course of which he is reported to have said that, while "a very distinguished lawyer connected with Ontario" had recently made a speech advocating the restriction of appeals to the Privy Council, yet generally opinion took the opposite view. "The Committee is regarded as a link with the Dominions, and the people of Canada are impressed by the fact that it is the right of any British subject in any part of the Empire who has a grievance to carry that grievance to the foot of the Throne." He also adverted to the fact that "a distinguished Canadian Judge constantly sits as a member of the Judicial Committee and adjudicates not only on appeals from Canada, but on others from every part of the Empire. Canada, therefore, takes its full share in the decisions of the ultimate Imperial tribunal." In *The Times* of 24th November Mr. JOHN S. EWART, K.C., writing from Ottawa, took the dissenting view and identified the "very distinguished lawyer" as Mr. W. E. RANEY, Attorney-General of Ontario, who at the last session of the Provincial Legislature, introduced a Bill for the purpose of cutting off all appeals to the Privy Council as far as the Province had jurisdiction so to provide; and as to the general approval in Quebec of the Judicial Committee he said that the limit on appeal had been extended to $12,000, so as to prevent the repetition of a railway appeal against a verdict for damages such as was recently brought by the Montreal Street Ry. Co. The company's appeal was unsuccessful, but "Quebec needed such a startling illustration of the evils of appeals to the Privy Council to induce the legislature immediately to increase the limits to the amount of the verdict." Mr. EWART put down Lord CAVE'S impression of Canadian views to the politeness of his hosts. He found a better index of opinion in the language of Dominion statesmen at the Imperial Conference in 1907, and particularly in the statement of Mr. DEAKIN, Premier of Australia, that the people of his country were not content with the condition of appeal cases; and he quoted similar expressions of opinion at the Conference of 1918 from Australia and Canada.

The Right of Appeal as a Link of Empire.

IN *The Times* of 29th November, Lord CAVE replied to Mr. EWART, and said he was referring in the interview to legal opinion and he reiterated that the weight of legal opinion in Canada was strongly in favour of the right of appeal. As to the expressions of opinion at Imperial Conferences, Lord CAVE said that these had reference to the proposal for the establishment of an Imperial Tribunal of Appeal upon which the Dominions should be represented and to which should be transferred the appellate powers both of the House of Lords and of the Judicial Committee of the Privy Council. Lord CAVE is persuaded that "in Canada, as elsewhere, there are very many who value the appeal to the prerogative of the Crown, not only for its own sake but as a link which helps to bind together the Mother Country and the Dominions". And in a long letter in the same issue of *The Times*, Sir PERCIVAL LAURENCE suggests some qualifications for Mr. EWART'S views, and speaking of the Judicial Committee as constituting one of the few links which, under the Crown, still weld together the several nations composing "that daily miracle, the British Empire," he expresses the profound regret

with which many, in all parts of that Empire, would regard the final severance of that link. The latest contribution up to the date of writing is Professor A. BERRIEDALE KEITH'S letter in *The Times* of 2nd December, admitting that Lord CAVE is justified in treating the balance of legal opinion in Canada in favour of the right of appeal, but supporting Mr. EWART in his reading of the opinion of Dominion statesmen at Imperial Conferences. "Read with their context, they entirely bear out the view of Mr. EWART; they intimate clearly that public opinion in the Dominions is steadily adopting the doctrine that the carrying of appeals to the Judicial Committee is derogatory to the national status of the Dominions." Professor KEITH concludes:—

> "The only hope for the preservation of the appeal lies in the expedient, suggested first in 1900 and revived with his wonted energy by Mr. HUGHES, that the Judicial Committee and the House of Lords should be merged in a single Imperial Court of Appeal. The project has practical difficulties; it is regarded with little favour in legal circles in the United Kingdom, and there is only too much reason to fear that the chance of creating a lasting expression of Imperial unity is now being permitted to pass away for good."

The Test of the Right of Appeal.

WE DO NOT propose at present to comment on these conflicting views. The question of a single final tribunal for the Empire is one which Lord HALDANE appeared to be disposed to take up when he was Lord Chancellor, but since then it has, we believe, been quiescent. We may note that Lord CAVE indulges in some quite misleading language, intended apparently to capture the public mind. An appellant to the Judicial Committee carries no grievance to the foot of the Throne. If he tried to do so, the police would dispose of him. He prosecutes an appeal to a Court of Law like any other litigant. Nor does he make any appeal to the prerogative of the Crown. Historically his appeal may be to the Sovereign, and in form the members of the Judicial Committee advise the Crown; but in fact his appeal is to a statutory tribunal constituted under the Judicial Committee Act, 1833, and the advice given by the Committee is to all intents and purposes a judgment given by a Court of Appeal. The system of appeal to the Judicial Committee as a link of Empire raises questions rather beyond our purview; and in fact this aspect of the matter, while interesting politically, is irrelevant from a legal point of view. The only matter really relevant is the interest of litigants, and strictly the only ground for permitting the expense and burden of appeals to the Judicial Committee is that a final legal decision cannot be satisfactorily obtained in the Overseas Dominions.

Children's Courts.

WE REFERRED last week in connection with the Juvenile Courts (Metropolis) Bill to the question of Children's Courts, and drew attention to Sir Edgar Sanders' suggestions on the subject. We are interested to see in *The Woman's Leader* of 24th November, an article on the subject by Mr. W. CLARKE HALL, the Magistrate at Old Street Police Court, apparently the first of a series of articles on "the Administration of the Law." To some extent it is on the lines of our remarks. It treats child delinquents as not the fit subjects for ordinary criminal jurisdiction and procedure, and indeed we do not suppose anyone would dispute this. Still, the procedure in Children's Courts is supposed to be regulated by the Summary Jurisdiction Acts—for the Children Act, 1908, did not establish any special procedure—and in particular the powers of the Courts are based on sections 10 and 11 of the Act of 1879, which deal with summary trial of children and young persons. But the interest of the article lies in its statement of Mr. CLARKE HALL'S practical methods with the young urchin. "They say, John,"—but surely, it would be Jack—"that you stole a tin of sardines from a shop last Friday, is that true?" And he speaks so naturally, and the child stands so near to him, that the truth is bound to come at once. We hope the question of evidence is always as simple. But the real thing is to not prove the crime, but how to deal with the criminal, and as to this, anyone practically interested in such matters should read Mr. CLARKE HALL'S suggestions for inquiring into the child's character at home and at school, his home surroundings, and his mental and physical relation to criminality. And in regard to mental deficiency, he recommends, in doubtful cases, a careful psycho-medical examination. We wonder if there are yet sufficient doctors versed in psychology to make such an examination efficiently. Other practical points are, that the constitution of a Children's Court should vary as little as possible, and justices who desire to undertake the work should be prepared to devote one day a week to it for months in succession—a requirement which obviously points to women justices. And Mr. CLARKE HALL has found that flogging is the reverse of deterrent. "My own experience has convinced me that in the majority of cases there is no method of treatment so valuable as that of probation"—provided it is efficient, and he shows how it is to be made efficient:—

> "It will be found that in the majority of cases, the delinquent child is the friendless child, for whom no one cares, in whom no one takes an interest. It is the function of the probation system to supply true friends, and in helping to see that they are supplied the opportunities of the women justices are great."

Lord Bacon's "Idola."

LAST WEEK we referred in passing to Lord BACON'S *Novum Organum* and its famous classification of fallacies under four striking heads. We have been asked to explain these a little more fully. BACON'S view was that the human mind always approached practical questions full of anticipations or phantoms—"*Idola*," as he called them; we should now describe these as the prejudices due to the "personal equation" of the individual, whether he be judge or juryman or man of science. As a judge, BACON had felt the necessity of eliminating this "personal equation" and therefore taught that the man of science, interpreting nature, should adopt the attitude of an impartial judge and likewise rid himself of "*Idola*." Of these "phantoms" BACON enumerates four classes. He gives them the fanciful names we mentioned last week. First, there are "Phantoms of the Tribe," which "dominate all men and are founded on Human Nature itself," he says. Clearly he is referring to universal human prejudices and superstitions, *e.g.*, the tendency of a lover to be blind to the faults of his love, or of a father to see excessive merits in his first-born. Next come "Phantoms of the Cave," which are due to the peculiarities and limitations of each man's individual personality. A judge who had extreme views on temperance or unchastity, for instance, would suffer from a phantom of the cave. Again, we have the "Phantoms of the Forum or market-place"; these arise from the intercourse of men with one another and the false names they give to things, *e.g.*, words like "patriotism" are apt to be misused. Lastly, we have the "Phantoms of the Theatre" or "*Idola Theatri*," to which we referred last week, *i.e.*, the fashionable conventions as to conduct and belief put forward in any epoch.

Idola Theatri.

THERE is something quaint and fanciful about Lord BACON'S classifications of fallacies and prejudices. In these latter days we can scarcely imagine any lawyer or controversialist making use of it in argument. Yet BACON himself, in his private conversation, in his forensic efforts, and in his parliamentary speeches, was very much given to using his own imagery. He would refute opponents by pointing out the *Idola* of which they were the worshippers. He would cast out their false idols. And, undoubtedly, picturesque imagery, such as his, lends interest to argument. It is easy to see that BACON'S hearers would listen eagerly to his fascinating outpouring of profuse illustration and rich imagery, in which the arguments of his opponents were stripped naked of their fallacies and made to seem a congeries of illusions. We know, indeed, that although he made no great speeches, and no oration of his has survived in the traditions of Parliament or the Bar, yet he was the most successful and popular of public orators. "The fear of all men," said BEN JOHNSON, "was that he would make an end." Perhaps this, indeed, helps to account for the fact that, with all his advantages of genius and

ancestry (his father had been a Lord Keeper of the Seals), BACON was neither a very successful advocate nor a very successful parliamentary orator. The great advocate, holding forth at the Bar, is a man of business, who wins his cases. The other side are usually only too glad to hear him "make an end," before he has damaged their case. The delightful speaker, to whom we can listen for ever, is seldom very convincing. He interests and entertains and stimulates, but does not change the minds of a common jury.

Ancient and Inveterate Tradition.

WE ARE obliged to correspondents, whose letters we print, for their criticisms of our allusions to certain episodes in the life of Lord BROUGHAM, which we stated in this column last week. We do not doubt that the source of our correspondents' information is more accurate than ours. We told the stories as they are often told on Circuit and at Bar Messes in the Inns of Court. Oral tradition of this kind has a certain value since it preserves, at any rate, the popular belief of his contemporaries who met him at close quarters of what a man might have said and done. In other words, they are usually true to his character and reputation, if not accurate as records of actual fact. Much of our popular history is of this kind; perhaps, also, some of our sacred traditions. In this connection we remember an incident that delighted a Chancery Court some dozen years ago, in the course of one of the wondrous "Brown Dog" applications and motions. A youthful common law junior overwhelmed the Chancery Bar with an impassioned oration on the characteristics of the canine race and man's debt of gratitude to them, and ended up by perorating: "May I finally ask your Lordship not to forget that, when our first parents made their hurried and undignified exit from Eden, the faithful dog was the only animal who accompanied them." When the learned judge had recovered from his astonishment, he remarked in his blandest tones of pleasant irony: "Have you any affidavit in support of your last statement, Mr. X?" "No, my Lord; my statement needs no affidavit; it is based on ancient and inveterate tradition, which, having been handed down throughout all ages without contradiction, has now acquired the status of an indisputable and incontrovertible truth." We do not know the nature of the tradition on which the learned counsel relied, but we happened to look at our old family Bible some time afterwards and noticed that, in a picture of our first parents fleeing from Eden, a little dog did run in front of them while the angel with flaming sword followed in pursuit. We have since been told that this representation is common form in such pictures, which points to the existence either of a Catholic legend or of an artistic invention embodying the point. The precise authority to be attached to oral tradition, indeed, is one of those interesting questions of mixed logic and scholarship in which the proficient and subtle intellect of Cardinal Newman excelled, but on which we do not feel competent to express an opinion.

Poor Persons' Cases and Solicitors.

The President's Appeal.

THE following letter, to which we are glad to give prominence, appeared in *The Times* of 26th November, under the heading of "Poor Persons at Law: An Appeal to Solicitors":—

> Sir,—The Council of the Law Society have forwarded to every London solicitor, and to the provincial law societies, a circular letter, urging upon all members of our profession the desirability of undertaking some small share of the work of giving legal assistance to poor persons under the new Poor Persons Rules. There has been a considerable response by both the older and the younger members of the profession, but many more names are still required.
>
> I venture now, therefore, through your hospitable columns, as president of the Law Society, to make a further and urgent appeal to my professional brethren to fill up the post-card which accompanied the secretary's letter by stating that they are prepared to report upon, and to conduct, at all events, one or two cases each year. If every solicitor would but do this, the question would be solved in a moment.
>
> It seems to me that this work should be regarded as one of our obligations to the community in general. We would all show willingness to subscribe money, if that were what is required. Surely we ought to regard this opportunity of doing something for, rather than giving something to, the poor as a privilege, and hasten to respond accordingly. I sincerly hope that this my appeal will not be made in vain.
>
> Yours faithfully,
> C. H. MORTON, President.
>
> Law Society's Hall, Chancery Lane, W.C.2.

The Poor Persons Rules were made in April, 1914, and came into operation in the following June. The general superintendence of the new procedure was put in the charge of the "Prescribed Officers"—*i.e.*, in London a Master of each of the Chancery and King's Bench Divisions, and a Registrar of the Probate, Divorce and Admiralty Division; and in the country, all the District Registrars—and in March, 1916, a statement as to the working of the Rules was issued on behalf of these officers (60 SOLICITORS' JOURNAL, p. 350). From the beginning, the applications for the benefit of the procedure were numerous, but it soon became apparent that the bulk of the work was in divorce. While there were cases in which substantial relief was obtained in the Chancery and King's Bench Divisions, yet the majority of the applications there were said to be imaginary claims, and only a very small percentage of the applications were granted. In divorce the case was different, and in the first nine months over 200 decrees *nisi* were granted. This state of things continued, and while in 1918, 310 applications were made for assistance in cases in the Court of Appeal (5), Chancery Division (112) and King's Bench Division (193), of which altogether 78 were granted, the applications in matrimonial cases were 4,101, of which 2,215 were granted; and this, as is well known, accounts for the present large total of matrimonial cases. But the procedure, while in general satisfactory, left a loophole for abuse. Under rule 29 a solicitor might receive out-of-pocket expenses, and in a case which came before the Discipline Committee in the summer of 1918, a solicitor was suspended for three years for obtaining money for such expenses which he had not properly applied. This probably led to the appointment of Mr. Justice P. O. LAWRENCE's Committee to inquire into the Poor Persons Rules, which reported a year ago. But it may be noted that Mr. PINSENT, the then President of The Law Society, dealt with the matter in his address at the Annual General Meeting in July, 1919, and suggested that the proper solution of the difficulties which had arisen was: (1) a drastic reduction of the expenses allowance, so that the spirit of the Poor Persons Rules—that is, legal assistance without profit—should be preserved; (2) the enrolment of a large body of professional workers to provide the voluntary services; and (3) the relegation of provincial divorce cases to some form of local tribunal.

Mr. Justice P. O. LAWRENCE's Committee realised that the outstanding feature in the procedure was the glut of matrimonial cases, and to this they devoted the first part of their report. We have given above from the report the number of applications made and those granted in 1918. Roughly, only half the applications were granted, but while 2,215 were considered to have merits, there were no more than 1,014 petitions entered in the year. The Committee found that this was mainly due to the applicants being unable to find the necessary out-of-pocket expenses, reckoned, in ordinary matrimonial cases (if office expenses are allowed) at £10, and in nullity cases, owing to doctors' fees, at £25; but without any allowance for office expenses those sums would be £5 less in each case. Then, as to means, the report recommended a new test depending both on capital and income, so as to prevent advantage being taken of the rules by persons who can afford to pay ordinary costs; and this has been adopted in the draft new rules, while a deposit of £5 for expenses is required (office expenses being disallowed), so as to prevent applications being made under which, if granted, proceedings cannot be taken on the ground of expense.

With regard to solicitors, the Committee reported as follows :—

> There has undoubtedly been great difficulty in finding the requisite number of solicitors to deal with the very large number of matrimonial cases which have arisen.
>
> The reluctance of solicitors of standing to undertake the duty of reporting upon and conducting these cases is due not only to the amount of work involved, but also to the distasteful nature of the work.
>
> The work is special, and ordinarily undertaken by a limited class of solicitors only. Many firms never undertake matrimonial cases and would not undertake them even for their own clients, much less are they inclined to undertake them gratuitously for other persons.
>
> We have ascertained that there are at least 68 solicitors in London who, during 1918, undertook Poor Persons' matrimonial cases, and 790 solicitors in London who, during 1918, undertook matrimonial cases in the usual way for their own clients, or as agents for their country principals, but who have not hitherto undertaken Poor Persons' matrimonial cases. Some of these latter solicitors have a considerable practice in divorce.
>
> Under the present system of legal administration the bulk of the work of conducting matrimonial cases has to be done in London, although the majority of the cases to be dealt with are country cases.

Thus the burden of conducting both London and country cases falls on London solicitors, and since London solicitors of standing have largely held aloof, the result—so the Committee found—was that there had arisen a class of solicitors who specialized in these cases. One, in 1918, undertook as many as 523 cases for reporting, and another undertook 401 for conducting. The Committee met this by advising that no office expenses should be allowed—not even for stationery and copying—and that out-of-pocket expenses should not be received from the poor person direct, but out of the £5 deposited in Court, and the draft Rules provide accordingly. The Committee added that, if a fund were established to provide for the expenses of Poor Persons' cases, a wholly different state of things would arise, and recourse to this procedure would enormously increase. "It would, in our opinion, be essential in that case to give some profit costs, which, in turn, would probably lead to speculative solicitors hunting up cases."

Of the 4,101 applications in matrimonial cases made in 1918, 1,150 were London and 2,951 country cases. In view of this, the Committee could hardly avoid dealing with the question of country jurisdiction in these matters, although not directly within the scope of their reference. They appreciated the necessity of decentralizing the jurisdiction, but upon grounds which they set out at length they decided against county court jurisdiction (though with the reasoned dissent of Mr. A. H. COLEY and Mr. CHARLES GODDARD) and recommended either the trial of divorce cases at Assizes with Divorce Registries in the District Registries, or a special Divorce Assize with local Divorce Registries. Under Lord BUCKMASTER's Matrimonial Causes Bill, as amended in the House of Lords, the latter recommendation has, in effect, been adopted to the exclusion of the county courts, and if the Bill passes in its present form, matrimonial causes will remain assigned to the Divorce Division, but may be tried by a Commissioner of Assize.

Such is a statement of the matter up to date, and it appears that if the new Rules come into operation on 1st January, the position will be that the bulk of the work must still fall on London solicitors, and it will have to be really voluntary work. There will be no room for specializing and trying to reap an advantage out of small payments made for "office expenses" in a large number of cases. Hence the President's appeal. As a matter of fairness, the scheme of decentralization should have been hastened and country matrimonial cases relegated to provincial jurisdiction. We ourselves incline to the county court, and we are by no means convinced by the reasons urged against it. Common sense and knowledge of local conditions is more useful in such cases than the uniformity of decision which is said to be essential. But this we need not pursue at present. The business remains concentrated in London and the real work of conducting the cases must fall on London solicitors. The President's letter seems to overlook this aspect of the matter. However this may be, certainly in London, and to some extent, no doubt, in the country, there must be a greater disposition to shoulder the burden of voluntary help than has hitherto been apparent. Apparently there has been a tendency hitherto for many solicitors to leave this class of work to others to whom it is more familiar, and, if not exactly welcome, is at any rate less distasteful. If the success of the Poor Persons procedure is to be assured, this attitude must be abandoned, and no solicitor or firm must be averse to undertaking a proper share of the work required. That the present arrangement will be permanent we do not anticipate. Great changes will take place both in matrimonial law and jurisdiction. And further experience may shew that it is in fact preferable to have these cases collected in the hands of a few solicitors, who shall receive proper remuneration. But that is not the condition of things with which the new year will open. The present system, as modified by the new Rules, has to be worked, and should have a fair chance. For that purpose the voluntary help for which Mr. MORTON appeals must be forthcoming. It is for the profession individually to resolve that the appeal shall not fail.

[Since this article was in print the Administration of Justice Bill has been issued, and is noticed under "Current Topics"].

Conduct increasing the Perils of an Employment.

ONE OF THE most difficult points that can arise under the Workmen's Compensation Act, 1906, is the question whether or not disobedience on the part of an employé, when it results in an accident to him, disentitles him as a claimant for statutory compensation. The general principle, of course, is that statutory compensation can be claimed for any injury due to an accident "arising out of and in the course of" a workman's employment. And where death or total disability results from the accident, the workman is not debarred from claiming compensation merely because the injury is the result of his own reckless negligence or wilful misconduct. Nevertheless, in a good many cases, where a workman has been guilty of disobedience or has been negligent, or has taken upon himself an officious and unnecessary risk, the Courts have found that he is not entitled to compensation. They have done this by finding that, although the accident arose "in the course of the employment," it did not arise "out of" the same—for a reason which will repay consideration. The principle can best be illustrated by reference to a recent case, *Bourton* v. *Beauchamp* (1920, A.C. 1001).

The facts in this case are simple. A miner was employed to get coal by pick or shot firing. Arriving at the coal face, he saw a hole already drilled and stopped; it contained the charred remains of a fuse. He proceeded to remove the stopping in order to lay a fresh shot in the same hole; the hole had been charged two days before, but the shot had missed fire. When he removed the stopping, however, off went the fuse which had previously failed to detonate and the result was an explosion which caused the miner's death. Now, at first sight, his claim to compensation, or rather that of his dependents seems obvious. The accident arose "in the course of his employment," and surely arose "out of it"; the risk seems an ordinary risk incidental to mining. Even if his conduct in re-laying the hole were negligent or in breach of orders and regulations, nevertheless wilful misconduct does not disentitle the dependents of a deceased workman. But the House of Lords, affirming the Court of Appeal, held unanimously that the miner could not recover. Let us consider the ground of this decision.

Now the reason given by the Court is simple enough. When A does an act in the course of his employment which naturally arises out of that employment and is *bonâ fide* intended for the benefit of his employer, he is acting within the sphere of his employment, even although he may have been forbidden to do the act in question. But to this there are three qualifications. In the first place, A may commit an act which is absolutely inconsistent with his duty as an employé: such a breach is

so fundamental as to amount to an implied repudiation of the contract: in such a case the employer is entitled to treat the contract of employment as at an end from the moment of the breach. Cases of this kind seldom occur, but they arise whenever the workman does an act forbidden by law which will expose his employer to a penalty, *e.g.*, an assistant in a shop gives defective measure in selling milk, or uses false weights, contrary to the provisions of the Weights and Measures Acts, or a miner usurps the statutory monopoly of a shot-firer by firing a shot: *Kerr* v. *Baird* (4 B.W.C.C. 397). In such cases the misconduct is more than mere breach of duty; it is such a gross breach as amounts to a fundamental breach of the contract between his master and himself. It follows that an act so done cannot arise out of the employment which it has in fact terminated.

Again, short of this extreme form of misconduct, a workman may officiously undertake duties which are not part of his work at all. He may assume those of another employé. Thus an engineer employed in a workshop may undertake a piece of carpenter's work by repairing a bench, or builder's work by replacing a piece of fallen roof. Normally, in such cases, he is undertaking work which it is no part of his duty to undertake at all. If he has done so without the employer's express or implied or tacit assent, then the accident is outside the sphere of his employment, although honestly intended for his master's benefit. Thus, an unskilled labourer who took on himself to clean machinery, contrary to instructions, was held disentitled to compensation, even although he was idle at the moment and was *bonâ fide* anxious to fill up the spare moments in his employer's interest: *Lowe* v. *Pearson* (1899, 1 Q.B., 261). This decision, we need hardly say, is scarcely an encouragement to the zealous workman to "speed up" and increase output. The same result followed in *Whelan* v. *Moore* (1909, 43 Irish L.T. 205), where the driver of a canal boat took on the job of steering and managing it, and where a woman employed to work one kind of machine set to work at another in order to see if she was equal to managing it, *Cronin* v. *Silver* (1911, 4 B.W.C.C.. 723). There are, in fact, some score of reported cases which illustrate this second category of acts "outside the sphere" of the workman's employment.

Still a third class arises when the workman is doing his own kind of work but tries to make it easier or to improve upon it by doing it in a novel way which happens to be more risky. This is called "adding a novel peril to the risks incidental to the employment." Usually it is difficult to distinguish it from mere negligence or misconduct; indeed, sometimes, the act done is neither negligent nor disobedient, but simply quite unauthorised and officious. The classical illustration is the case of *Plumb* v. *Cobden Flour Mills Co.* (1914, A.C., 62), where a workman engaged in lifting flour bags off an elevator rigged up an improved piece of apparatus to help him in his task and in so doing met with an accident. The Court there held that his inventiveness, praiseworthy from an ethical and an economic point of view, was officious from the standpoint of his legal rights: in other words, it was a "work of supererogation" on his part. But unlike theological works of supererogation, it did not add to his "store of merits"; on the contrary, he forfeited thereby his claim to compensation, for the peril he had added to his employment carried him outside its sphere.

Now, in *Bourton* v. *Beauchamp* (*supra*), the Court had to consider whether or not the facts brought the case within any one of those categories. It was not a case of an unauthorized miner firing a shot himself; if so, his conduct would clearly have come within the first category, being an act forbidden by law. All he had done was to remove what appeared to be a charred fuse from a hole. But the use of explosives in mines is controlled by statutory regulations made under the Coal Mine Act, 1911, which provide that (1) where a hole has been charged the stopping must not be removed, and (2) if a shot misfires, a second charge shall not be placed in the same hole (Explosives in Coal Mines Order, Part I, paragraphs 2 (*c*), 3 (*c*), 3 (*e*) and 3 (*i*)). Now the miner had not intended to disobey those regulations, and probably could not have been convicted of an offence under the regulations, owing to the absence of any *mens rea*. He thought the shot had been fired and merely removed the charred fuse in order to get on with his own proper task of getting coal. At least, on the question of fact, the arbitrator so found. But the conduct in question was, in fact, forbidden conduct.

The problem before the Court was, therefore, somewhat nice. And the result is that, in the House of Lords at any rate, while holding the workman disentitled, their Lordships hesitated to say clearly which of the above three classes of exceptions covered the present case. They preferred to hold that he had acted outside the sphere of his employment without specifying exactly how his act came to be outside the sphere. Viscount CAVE, indeed, after pointing out all the tests applicable, rather suggests that the case violates them all (1920, A.C., pp. 1006-1007). "The deceased," he says, "was not doing a permitted act carelessly; he was doing an act which he was prohibited from doing by statutory provisions which attached to his employment and which by these provisions was excluded from his employment. He was neither engaged nor entitled to open up a hole which had been previously charged, and his doing so cannot therefore have been reasonably, or at all, incidental to his employment. It was no part of his employment to hazard or to do that which caused his injury, and the hazard was an added peril consequent on his own extraneous act." In these three sentences we have, one in each, all of the three grounds which exclude an accident of this kind from statutory protection.

As a matter of fact, the test has been lucidly but somewhat vaguely stated by learned members of the House of Lords in quite a number of recent cases. In *Barnes' Case* (1912, A.C., p. 50), Lord ATKINSON put it this way: "The unfortunate deceased in this case lost his life through the new and added peril to which by his own conduct he exposed himself, not through any peril which his contract of service, directly or indirectly, involved or at all obliged him to encounter. It was not, therefore, reasonably incidental to the employment; that is the crucial test." Here the element of "added peril" is clearly the *ratio decidendi* the learned Law Lord had in mind.

Again, in *Plumb's Case*, which we have mentioned above and what was till lately regarded as the leading case on this point, Lord DUNEDIN expressed it rather differently: "There are two sorts of ways of frequent occurrence," he said, "in which a workman might go outside the sphere of his employment—the first, where he did work which he was not engaged to perform, and the second, where he went into a territory where he had nothing to do" (p. 66). Lord DUNEDIN evidently had in mind the second class of cases, those in which a workman employed to do one kind of skilled or unskilled job proceeds to undertake ancillary and useful work of a different trade. This, of course, is much the most frequent ground in the actual reported cases.

But a third test was suggested by Lord SUMNER in *Highley's Case* (1917, A.C., p. 372): "I doubt if any universal test can be found," he says. "Analogies . . . are often resorted to, but in the last analysis each case is decided on its own facts. There is, however, in my opinion, one test which is always at any rate applicable, because it arises upon the very words of the statute, and it is generally of some real assistance. It is this: Was it part of the injured person's employment to hazard, to suffer, or to do, that which caused his injury?" This test certainly has the merit of being more exact than some others suggested in the cases; but in a boundary case it is not always easy to say exactly what are the limits of any man's employment, or what he is under a duty to "hazard, suffer, do" in the course of such employment. And cases arising on this point are always boundary cases.

Perhaps the simplest and most logical way of looking at the matter is to remember that a workman is, within the sphere of his employment, an agent of his employer and to apply the rule of *ultra vires*. The workman, as agent, is ordered or permitted to do certain acts; in other words, these acts are *authorised* acts. On the other hand, he has no authority to undertake other acts; the latter are *unauthorised* acts. Where he meets with an accident

while doing an authorised act, the employer is faced with statutory liability because he is the workman's principal, and mere negligence or misconduct of the agent does not excuse the principal from liability, unless it amounts to a repudiation of his agency and therefore is *dehors* the contract. But where the act is unauthorised, the employer is not his principal for the purposes of the act, and therefore is not responsible for the consequences of such act. In other words, the question is a simple question of *intra vires* or *ultra vires* conduct on the part of the workman, to which the ordinary rules of agency apply. This test, we think, can be applied to every decided case much more satisfactorily than any of the tests suggested in the leading cases on which we have been commenting.

Memorandum as to Order IX, Rule 8a.

Rules of the Supreme Court.

The power of serving an agent given by this rule is one that must be exercised with very great caution. It was not at all intended by the rule to do away with service out of the Jurisdiction in ordinary cases. The power to make an order under the rule is discretionary, and except under exceptional circumstances, it ought not to be exercised in cases where there is no difficulty in getting an order for and effecting service out of the Jurisdiction in the ordinary way. An order should not be made under the rule merely because the defendant has contracted by or through an agent in this country. The application for an order under the rule should in each case be supported by an affidavit going fully into the circumstances relating to the making of the contract and the difficulties that exist in effecting service out of the Jurisdiction in the ordinary way. The mere statement that the defendant resides out of the Jurisdiction and has made a contract through an agent within the Jurisdiction is not sufficient.

An important factor may be whether the agent in question is a general agent or what may be called a casual agent, *e.g.*—

(i) a foreign firm may have regular agents here doing large business for them. It might be highly proper to allow service in such a case where although the principals could be served delay and trouble would be thereby occasioned.

(ii) A foreigner might make a purchase here through a broker on one of the markets, such as Mincing Lane or the Stock Exchange, quite an isolated transaction. If other means of service could be availed of, it would not be proper to order service on the broker.

The affidavit must in each case disclose facts sufficient to enable the Judge to decide whether the case is a proper one for the exercise of the discretion. The order should not be made as a matter of course, but only where special circumstances are shown, justifying the application of the rule.

The time for appearance should in each case be fixed by the Judge when making the order and should depend on the circumstances, and chiefly, upon the residence or place of business of the defendant. In the absence of any special order, the time would be the ordinary eight days, and run from the service on the agent, but as the agent would generally have to communicate with his principal, time should, in ordinary cases, be allowed for that purpose.

The Judicial Veto in the United States.

Prof. Dicey in his "Law of the Constitution" (8th ed., p. 171), speaks of the Supreme Court of the United States as the "master of the constitution," and to the student of political institutions nothing is more striking than the sovereign position held by Parliament in this country, and the subordination of Congress to the rules of the Constitution. Legislation which is within these rules is *intra vires* and valid; legislation which is outside the rules is *ultra vires* and liable to be treated as void. And the branch of government which is charged with the function of deciding whether any particular statute is *intra vires* or *ultra vires* is the Supreme Court. The expression "master of the constitution" has been criticised as an exaggeration, and Prof. Dicey qualifies and defends it in a note (*ibid.*). He disclaims the implication that the Supreme Court is the sovereign of the United States, and such an assertion would be obviously untrue. Sovereignty in the United States appears to reside in such three-fourths of the several States as may ratify an amendment of the Constitution duly proposed under Art. 5 (*ibid.*, p. 145). But, subject to such exercise of sovereign power, it is the Supreme Court which is the arbiter whether the legislature has exceeded its powers or not, and, to quote the note just referred to, "it is, I conceive, true that at any given moment the Court may, on a case coming before it, pronounce a judgment which determines the working of the Constitution."

The words "on a case coming before it" are essential. Sometimes statements of high authority appear to omit them. "Every Act of Congress," says Chancellor Kent (Commentaries (12th ed.), I, 314), "and every Act of the Legislatures of the States and every part of the constitution of any State, which are repugnant to the Constitution of the United States, are necessarily void. This is a clear and settled principle of [our] constitutional jurisprudence." But this requires the qualification that, while the *ultra vires* statute may be inherently void at once, it is not void practically until some concrete case arising under it has been litigated before the Supreme Court and judgment given for one party or the other on the ground that the statute is void.

All this is familiar enough, but a recent Act of Congress and the judicial decision of its invalidity have raised the question in America whether Congress sufficiently performs its duty when it passes laws as to the validity of which there is grave doubt, and leaves the testing of them to the Supreme Court. By an Act of 24th February, 1919, c. 18 (40 Stat. at L. 1057), fixing federal taxes for the ensuing year, the tax was made to include the salaries of the Executive and the Federal Judiciary (see section 213). In this country no such special measure would have been necessary. Taxation falls upon all alike who have enough to be taxed, and judges have no exemption. But under the United States Constitution, for the Legislature to tax a judge's salary is an attack on the independence of the Judiciary, and when the Bill was before Congress grave doubts were expressed as to its being *intra vires*. The legislators, however, appear to have forborne from acting on their own views of its legality, and left the issue to the Court. "I wish," said the Chairman of Committees, "to say that, while there is considerable doubt as to the constitutionality of taxing Federal Judges or the President's salaries . . . we cannot settle it. No power in the world can settle it except the Supreme Court of the United States, but we raise it, as we have done, and let it be tested." The Act was passed, and in due course a case—*Evans* v. *Gore*—was brought to test it, and it was declared void on 18th June last (16 U. S. S. C., Ad. Ops., 598).

The matter is the subject of adverse comment—adverse, that is, to the action of Congress—in articles in the *Central Law Journal* for 10th September and 15th October, the former being by Mr. Thomas W. Shelton, associate editor of that leading exponent of current American law (who had previously to the Act criticised the taxing of the Supreme Court as a constitutional heresy, *Central Law Journal*, vol. 87, p. 402, 6 Dec. 1918; 63 Solicitors' Journal, p. 512); and the latter an unsigned editorial. Mr Shelton, on whose article the above narration is based, insists that the primary duty of considering whether the proposed law was constitutional reated on Congress, and that it was a dereliction of duty to omit a specific discussion and decision on its constitutionality. If Congress really thought it was unconstitutional, it should have been rejected on that ground, and not passed on the chance of its surviving the judicial test. "Two modern practical lessons," he says, "may be drawn from this incident. The one is the legislative disposition to shirk responsibility where it can be passed on to the Courts or the Executive"—this is a reference to the President's power of veto—"and the other is the imperative necessity of assuring independent, fearless and learned Courts that can be trusted to measure up to a great and unexpected responsibility."

In the subsequent article the same view is taken, and it is asserted that the responsibility for determining the constitutionality of legislation does not rest primarily with the Court. That the Court has the power of passing on the validity of legislation, of course, is not disputed. There is no such express power in the constitution (see Bryce, Am. Comm. I, 252), but it is the result of Article 6, which declares the Constitution and the laws made in pursuance thereof to be the supreme law of the land, and the Judges in every State to be bound thereby. The editor of the *Central Law Journal* treats it as the lineal descendant of the former Royal power to avoid Acts of a colonial Legislature which were *ultra vires* of the colonial charter But it is the mode in which the Court is made to function which shows that the Legislature is not entitled to legislate without regard to its constitutional powers. The Court, as already stated, only passes judgment on the facts of a particular case. If this is adverse to the law, then the law is void, and the early practice was to recognise this by formal repeal of the statute. But until a case arises for decision, the Executive are bound to assume the validity of the statute and act upon it. This interim validity, it is argued, Congress ought not to permit, unless in their opinion the statute is in fact constitutional, and in the case of popular but unconstitutional Bills, the result is to throw upon the Courts a burden of defeating the popular wish, which should be borne by the Legislature. "Our purpose," says the editor, "is to emphasize the duty of Congress and the State Legislatures to pass explicitly on the constitutionality of their own Acts". It appears, indeed, that the tendency of the Supreme Court is to assume, as far as practicable, that Congress has in effect preformed this duty and has not gone outside its powers; and in particular Justice Holmes is a supporter of the policy of leaving to Congress the responsibility for dealing with political questions; this "will tend to throw into the political arena rather than into the judicial forum many questions which Congress and the people should decide for themselves"; and it would confine the intervention of the Supreme Court to very rare and extraordinary cases. It is, perhaps, not surprising that the Supreme Court prefers to take this more limited view of its functions.

Res Judicatæ.

Departures from Statutory Form.

The doctrine that a *lacuna* in a statute may be supplied by the Court, like the analogous rule that, in a *casus omissus*, the wording of a statute need not be interpreted literally, is one which has some support from authoritative sources; but it is not often that a case exactly involving the point arises in actual practice. But in *Burchell* v. *Thompson* (1920, 2 K. B., 80; 64 Sol. Jour. 307) a very similar principle was actually affirmed by the Divisional Court in a case concerning bills of sale. Needless to say, the Bills of Sale Acts of 1878 and 1882 require rigorous adherence to the statutory form of bills therein provided; otherwise the bill will be invalid. Now the words "the receipt of which the grantor hereby acknowledges" form part of the statutory form in the schedule to the Bills of Sale Act (1878) Amendment Act, 1882, compliance with which is prescribed by section 9 of that Act. Hitherto, the presence of these words has usually been considered one of the rigorous conditions precedent of the statute. But in *Burchell* v. *Thompson* (*supra*), there was a bill of sale in which the consideration moneys were not paid directly to the grantor by the lender; they were paid to a third party at the grantor's request. The material words in the bill ran "in consideration of the sum of £250 now paid by the grantees to Gordon Carpenter at the request of the grantor," the latter assigned chattels comprised in the bill to the lender by way of security. Obviously, here, a receipt in the statutory terms would not correspond with the facts of the case; and the receipt clause was in consequence omitted. Clearly the form in the schedule does not contemplate a case in which the money lent is paid to a third party, not to the grantor, at the latter's request. Hence, either such transaction cannot legally take place at all, or else the form of acknowledgment must be omitted. Now the statute did not intend to prevent grantors from giving bills of sale in cases where the consideration was not payable directly to the grantee; had the legislature intended any such drastic interference with private arrangements, it would have said so in express terms. The Court therefore held that the particular case in question was a *casus omissus* not provided for by the statutory form in the schedule, and that, therefore, the latter need not here be complied with.

Champertous Agreement to Collect Betting Debts.

Probably there is no specific tort about which our law is in such a state of confusion as that of "Maintenance" or "Champerty." The nature of the tort is obscure. The character of the pleas available to a defendant is equally undecided. Even the limits of the remedies applicable are matters of some doubt. Hence, every novel form of maintenance which comes before the Courts and is judicially held to be such is worthy of at least a passing notice. In *Ford* v. *Radford* (64 Sol. Jour., 571) we have a decision of Mr. Justice Avory in such a case. Here the plaintiff had issued a prospectus of a business which he carried on alone under the name of the "Turf Register." He described it as a "society," and invited subscriptions for membership; in the prospectus he described himself as secretary. The business was to undertake the collection of betting debts. These under the Gaming Acts are not legally recoverable; but betting (apart from restrictions of place, time, and manner of conducting the bet) is not illegal or forbidden by statute. Betting wagers are void, not criminal. The plaintiff and defendant agreed that, in consideration of the plaintiff "putting up the necessary disbursements for the institution and conduct of legal or other proceedings," the net profit was to be divided as arranged in the agreement. The question arose whether this agreement between plaintiff and defendant was valid or invalid. The agreement contemplated the initiation of legal proceedings to recover debts not legally recoverable; but such an agreement is not necessarily void on the ground of illegal consideration. It has never been held that the retainer of a solicitor to conduct an action for the recovery of betting debts is an illegal or void agreement. Again, if *A* and *B* are both creditors in respect of the same betting debt owed by *C*, it has never been suggested that a joint-action by *A* and *B* against *C*, and an agreement ancillary thereto in respect of costs, is void for maintenance. But in such cases there is a community of interest between the parties; *A* and *B* are already interested in a joint debt which the Court may or may not hold to be illegal; they are entitled to take steps necessary to obtain a decision of the Court as to their rights. But the question is different when *A* and *B*, having no present community of interest in betting debts due to *X*, *Y*, *Z*, *P*, *Q*, *R*, etc., agree together to find the money necessary to enable *A*, *B*, *X*, *Y*, *Z*, *P*, *Q*, *R*, etc., to pursue these debts. Such an agreement is clearly maintenance. Moreover, as the agreement contemplated a sharing of the proceeds received, it is also champertous. This was in fact the view taken by the learned Judge.

Investments of Building Societies.

A neat point suggested by the wording of section 25 of the Building Societies Act of 1874 was one of several questions decided in *Sun Permanent Benefit Building Society* v. *Western Suburban and Harrow Road Permanent Building Society* (1920, 2 Ch. 144; 64 Sol. Jour., 549). That section empowers a building society, provided it can do so in accordance with its rules, to invest in certain named categories of securities any portion of its funds "not immediately required for its purposes." Since a building society, like other corporations, is a person of limited legal capacity to purchase, the vendor who deals with it must, of course, take care that its contract to purchase his property is *intra vires* of its power, whether statutory or as conferred by its rules. He cannot, therefore, sell to it investments outside the permitted class. But is he bound also to see that the purchase moneys available to buy his investments are funds of the building society "not immediately required for other purposes"? To do so would impose an impossible burden on vendors. *Lex non cogit ad impossibilia.* Nor was it the intention of the Legislature to hamper in this way the purchase of permitted investments by building societies. So Mr. Justice P. O. Lawrence held, no doubt correctly.

Reviews.

Company Law.

COMPANY LAW AND PRECEDENTS. Second Edition. By ARTHUR STIEBEL, M.A., Barrister-at-Law, Registrar, Companies (Winding-up) Department of the High Court of Justice. In two Volumes. Sweet & Maxwell, Ltd. £4 4s. net.

In modern conveyancing and business practice Company Law has assumed vast dimensions, and it is not unfittingly typified by the great bulk of the two volumes in which Mr. Registrar Stiebel has expounded it. In his preface to this edition he says that he has paid special attention to bringing all questions of practice and procedure up to date, and in general this statement is fully justified. Nor in the preparation of such a work for the press is it to be expected that the law is to be given actually up to the date of issue. But the note at p. 1681 that the 1920 Finance Bill proposed to increase the capital duties to £1 per cent. might surely—seeing that the preface is dated in September—have been either altered or supplemented by a statement that such increase has been actually in force since 20th April last. And there is no reference, so far as we observe, to Corporation Profits Tax. We do not intend these observations to be depreciatory of the book, for we always recognise the difficulty of the text book writer. He cannot say to the flowing tide of legislation and judicial decision "thus far and no further." His book does not close the law, and his last corrected proof, as it goes to press, may be upset by quite the latest thing in Company Law. In fact, our criticism does no more than suggest the advisability of an author or editor stating definitely in some conspicuous place the date up to which the law is given. The reader then knows exactly what further research he must undertake to be from time to time abreast with the law. In fact, the omissions we have noted are of no practical moment, for every company practitioner has known ever since this year's Finance Bill was introduced of the inevitable increase in capital duty, and of the almost equally inevitable imposition of corporation profits tax.

Mr. Stiebel's book covers all matters of Company Law and Practice and includes also the precedents required for the purpose of company drafting. The special feature of his arrangement is that the precedents are incorporated as a part of the text. Whether this is the more convenient course, or whether the precedents should be collected in a separate part is a matter of convenience on which the practitioner will form his own opinion. We incline to separation as the more convenient course. The work would, perhaps, have been easier to use if the exposition of the law had been given in the first volume, and the precedents and statutes and other matter necessary for equal division, had been relegated to the second. But the author has doubtless had good reason for the arrangement which he has adopted, and the draftsman can readily find the precedent he requires. Thus, precedents for memorandum and articles of association occupy some sixty pages at the end of chapter II, and forms of agreements for sale are given in the chapter on Promoters which follows. These, of course, are the material on which the draftsman has to work in the formation of a company, and if it is going to the public, he will find a full form of prospectus, complying with all the statutory requirements in chapter IV (Contract of Membership and Matters relating thereto), where the necessary information as to prospectuses is very fully given. At the same time, or soon after, money will require to be raised, and the customary forms for debentures and debenture stock are given in chapter VII, which also gives the forms for proceedings in a debenture-holders' action. But where he wants to prepare the necessary forms for capitalising profits by the issue of bonus shares he will have to undertake a little research, for the index gives him no help under "Bonus." A form of resolution, however, will be found in chapter V (Shares), at p. 360, and the form of articles gives the clauses necessary for this purpose (p. 138). The question of what funds are available for dividends is discussed in an earlier chapter (pp. 97, *et seq.*), and there is a very useful statement of the cases on the subject, including a lengthy quotation from the judgment of the late Lord Swinfen Eady, L.J., in *Ammonia Soda Company* v. *Chamberlain* (1918, 1 Ch. 266).

We have looked with a good deal of interest to see what the Companies Winding-up Registrar makes of *Cotman* v. *Brougham* (1918, A.C. 514; the appeal in *Re Anglo-Cuban Oil, &c., Company*, 1917, 1 Ch. 477), and the very plain statement there that the objects clause in a memorandum of association requires drastic curtailment. It was suggested that it might

be the duty of the Companies Registrar to refuse registration of a memorandum with an objects clause exhausting the letters of one alphabet, and running on into a second. In that case there were thirty paragraphs. Mr. Stiebel reproduces this (p. 12) as an obligation on the registrar, but we are not aware that he has ever performed this duty. Our impression is that he has said distinctly it is none of his business. The Company Law Amendment Committee of 1918, of which Lord Wrenbury was chairman, proposed that the memorandum should be required to state objects only, excluding powers, and that the necessary powers should be incorporated by statute. But that Committee was, in the main, a war-time Committee, and its report seems to have been forgotten. As to Mr. Stiebel's own form, we admit that it is not so diffuse as it might be. It only runs to (o). But if he really thought *Cotman* v. *Brougham* worthy of attention, he could easily have cut it down further. It may be convenient, though probably not necessary, to give power to borrow and to issue debentures, but there is certainly no need to give power to a commercial company to make, draw, etc., bills of exchange and other negotiable securities, or to sell or let its property, or to accept compositions for debts, or to do things conducive to its objects. A blue pencil when the proofs were corrected might have reduced the form to a sufficient working model, and shewn that the words of Warrington, L.J., and Lord Parker have taken effect. Still, the form is a step in the right direction. For our own part, we should be content with a clause: "To purchase Jones' boot business and to do all things necessary for carrying on the same with other businesses accessory thereto, or to purchase or amalgamate with other similar businesses, and to make all such arrangements by way of profit-sharing, bonus, pensions, or otherwise, as are calculated to secure harmonious working between the Company and its employees." We suggest that everything a company ought to do would be covered by this clause. To the practitioner in Company Law the book furnishes much food for thought and suggestion; for help and guidance in his work he will find it invaluable.

Lunacy Practice.

HEYWOOD AND MASSEY'S LUNACY PRACTICE. Part I.: Dissertations, Forms and Precedents. Parts II.–III.: Such parts of the Lunacy Acts, 1890 to 1911, as relate to Proceedings before the Masters and Judge in Lunacy, and the Lunacy Rules fully annotated. And an Appendix, with Precedents of Bills of Costs. Fifth Edition. By N. ARTHUR HEYWOOD, Solicitor, and RALPH C. ROMER, First-class Clerk in the Office of the Masters in Lunacy. Stevens & Sons, Ltd. 30s.

It is familiar that section 116 of the Lunacy Act, 1890, has effected a fundamental change in the practice relating to dealings with the estates of lunatics. An inquisition into lunacy is practically obsolete, and their place is taken by proceedings for the appointment of a receiver; and as regards them also the tendency is towards simplicity and the avoidance of unnecessary evidence. Further changes have been made by the Lunacy Act, 1911, which transferred the jurisdiction to make vesting orders (except in the case of lunatic mortgagees who are not trustees) to the Chancery Division, and by the Lunacy Rules, 1919, which introduced fresh forms and titles. The result, as the editors say, is that while case law has changed but little, practice has been in the melting pot. In these circumstances they have confined the present edition to the law and practice before the Masters and the Judge in Lunacy, and as such it will be found very useful to practitioners—especially London solicitors—who are concerned with the management of lunatic estates. The powers of a receiver, it may be noted, now depend on section 1 of the Lunacy Act, 1908, and may be as wide as those of the committee in the case of a lunatic so found.

Books of the Week.

Railway Transport.—The Law of Transport by Railway. By ALAN LESLIE, B.A., LL.M., Barrister-at-Law. Sweet & Maxwell Ltd. £2 2s. net.

Diary.—The Lawyer's Companion and Diary and London and Provincial Law Directory for 1921. Edited by E. LAYMAN, B.A., Barrister-at-Law. Seventy-fifth annual issue. Stevens & Sons Ltd. 6s. 6d. net.

Correspondence.

Lord Brougham and some Corrections.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Dear Sir,—Your note in issue of 27th November, p. 107, under heading "Facts as Illustrations"—*Not* Brougham, but Denman; *not* the woman by the well, but the woman taken in adultery. The maladroitness of the Advocate was appalling. Denman summed up the Queen's case, not Brougham; he opened her defence.

J. ROWLAND HOPWOOD.

13, South-square, Gray's Inn.
29th November, 1920.

Dear Sir,—Surely Lord Brougham was never "President" of the Society for Promoting Christian Knowledge? Was it not the Society for the Diffusion of Useful Knowledge over which he presided?

G. A. KING.

[Yes. No doubt this was so. We accept Master King and Mr. Hopwood's corrections with gratitude and humility. We must hope our law is better than our knowledge of the D.N.B. See also under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

SELVAGE *v.* **CHARLES BURRELL & SONS (LIM.).** No. 1. 16th and 17th November.

WORKMEN'S COMPENSATION—INJURY BY ACCIDENT—INCAPACITY—SEPTIC POISONING—CUMULATIVE EFFECT OF SERIES OF MINOR ACCIDENTS—ARTHRITIS—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 1 (1).

A woman employed in finishing copper shell adaptors incurred, owing to the nature of the work, a series of minor scratches and abrasions on her hands, which were commonly followed by gatherings leading to blood poisoning. In her case the poisoning gradually infected her whole system, and she was ultimately totally incapacitated by resulting osteo-arthritis.

Held, that she was entitled to compensation, though it was not possible to support the finding of the county court judge that her condition was due to one particular accident on a certain date. The injury was due to the cumulative effect of a series of minor accidents, no one of which alone would probably have caused it, and it was unnecessary to fix the exact time when the poisonous germ entered the system.

Grant v. *Kynoch* (1919, A.C. 765) *applied.*

Appeal by the respondents from an award of His Honour Judge Mulligan of the County Court at Thetford, as arbitrator under the Workmen's Compensation Act. The applicant, a girl aged 19, was employed in the respondents' engineering works, then engaged on munitions, and her duties consisted in the cleaning and finishing of copper shell "adaptors." In the course of this work the girls engaged were very liable to get small cuts, abrasions and scratches from holding the adaptors against revolving wire brushes. There was evidence that these abrasions were commonly followed by gatherings and formations of pus, causing some amount of blood poisoning. The applicant was employed on this work from November, 1917, to April, 1918, and from time to time got her hands scratched. The first serious symptoms manifested themselves about the end of March, but she worked until the end of April, when the poison having got into her system she was found to be completely incapacitated by osteo-arthritis, and probably permanently disabled. The county court judge held that she was entitled to an award, but found that her condition was due to a cut or scratch incurred about the end of April, and not earlier. The respondents appealed.

THE COURT dismissed the appeal.

Lord STERNDALE, M.R., after reviewing the medical evidence, said that it showed that the condition of the woman arose from the number of cuts which she had received, which had set up pus and caused the incapacity. At the time when she was examined some of the cuts had healed and some had not. In his view, it could be contended that those scratches were accidents arising out of and in the course of the employment. But it was said that one could not put one's finger on any one scratch as causing the injury which produced incapacity, and so the time of the accident could not be ascertained, and the position was likened to cases where injury arose through the gradual inhaling of sewer gas. This case, however, was not like those, because the applicant's condition did arise from accidents, namely, the scratches. Let them suppose that there was one scratch on 27th April as a result of which the applicant's condition became serious. The question was, did it become less so because there were in addition a number of previous accidents which had all contributed? In his view that did not prevent it from being an accident arising out of and in the course of the employment. There were undoubtedly authorities which said that one must give a time and place of the accident, but that doctrine was somewhat modified by the decision of the House of Lords in *Innes or Grant* v. *Kynoch* (1919, A.C. 765). They were then considering a case where there was only one accident. Men were doing work which involved the risk of bacilli, and by reason of the injury suffered bacilli were introduced into the system. The facts there were different, but that decision did qualify the strict rule that the exact time and place of the accident must be given. The county court judge had found that the injury was the result of a cut received on 27th April. It seemed to him (his lordship) that that, strictly speaking, was not so, but because he had gone wrong on that one finding, that did not destroy the effect of the substantive and important findings on which his judgment was based. The appeal must therefore be dismissed.

WARRINGTON, L.J., delivered judgment to the same effect, referring to the judgment of Lord Birkenhead, L.C., in *Innes* v. *Kynoch* (*supra*) and SCRUTTON, L.J., concurred.—COUNSEL, *Shakespeare*; *Disturnal, K.C.*, and *A. L. B. Thesiger*. SOLICITORS, *Carpenters*; *Moodie & Sons*, for *Bankes, Ashton & Co.*, Bury St. Edmunds.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

FLOWER *v.* **LYME REGIS CORPORATION.** 19th November.

BANKRUPTCY—COMPOSITION—PAYMENT IN FULL IN CASH—ORDER OF ADJUDICATION ANNULLED—NO ORDER VESTING DEBTOR'S PROPERTY IN HIM—RIGHT OF DEBTOR TO SUE IN RESPECT OF HIS PROPERTY—BANKRUPTCY ACT, 1914 (4 & 5 Geo. 5, c. 59) ss. 21, 29.

S had a contract with the defendant corporation for the making up of a road, and on the 31st March, 1914, he assigned in proper form all moneys coming to him under that contract to the plaintiff. Due notice of the assignment

was given by the plaintiff to the defendants. In 1915 *the plaintiff was adjudicated a bankrupt. He had only two creditors and he paid them a composition of 5s. in the £, and thereupon an order annulling the adjudication was made by the Court. Previously to his adjudication the defendants had, after some dispute, paid S direct the sum of £275 in settlement of his claim for work done under the contract. In an action by the plaintiff claiming* £275 *from the defendants they pleaded,* inter alia, *that the action was not maintainable by the plaintiff as no order vesting his property in him had yet been made.* Shearman, J., *dismissed the action on that ground, and the plaintiff appealed.*

Held, allowing the appeal, that as in this case the composition had been paid in full, the order annulling the bankruptcy was a final order, by which all rights in the debtor's property passed out of the Official Receiver, and as they could not remain in the air, must be taken to have vested in the plaintiff.

Construction of ss. 21 (2) *and* 29 (2) *of the Bankruptcy Act,* 1914, *considered and explained.*

Appeal by the plaintiff from a judgment of Shearman, J., who heard the action without a jury at Winchester Assizes.

BANKES, L.J., in giving judgment, said that in March, 1914, a man named Saunders took a contract from the Corporation of Lyme Regis for making up a road, and on the 31st March, 1914, he assigned all moneys coming due to him under that contract to the plaintiff Flower, by whom due notice of the assignment was given to the defendants. That assignment was absolute in form, and it was, therefore, within the meaning of the Judicature Act, an absolute assignment of which notice was duly given to the defendants. As a result of that, the plaintiff became entitled to receive from the hands of the defendants all moneys which they owed under this contract to Saunders. In May, 1914, after some dispute with Saunders, the corporation paid to Saunders direct a sum of £275 in settlement of his claim. Flower now claimed that money on the ground that under the assignment his was the hand to receive it; he was the only person who could give a discharge, and the defendants had no business to pay it to Saunders, and having failed to pay him they must do so now. The plaintiff was adjudicated a bankrupt in May, 1915, but he had only two creditors, and he arranged with those two creditors that they would accept a composition of 5s. in the £. He apparently deposited cash for the amount of the composition with the Official Receiver, and thereupon an order was made on the 23rd April, 1917, annulling the bankruptcy, the money in cash for the payment of the composition in full being in cash in the hands of the Official Receiver. Now it was said that in the absence of some order from the Court vesting the property of the debtor in him, any property he had at the time of that Order of the 23rd April, 1917, either remained in the trustee or the Official Receiver, or possibly went to the Crown—at any rate, in the absence of an order vesting it in the plaintiff he had no title to it. That argument was founded upon the distinction in the language between ss. 29 (2) and 21 (2) of the Bankruptcy Act, 1914. Section 29 dealt with the position where there was annulment, either where the debtor had paid his debts in full or where it was proved, in the opinion of the Court, that the debtor ought never to have been adjudicated a bankrupt. In either of those two cases the provision in sub-section (2) of that section was that, in default of any other appointment, the property reverted to the debtor, for all his estate and interest therein. It was argued by the appellant that having regard to the language used when the position was considered where there was an annulment following a composition, merely agreed upon, the Court ought not to treat the present case as one requiring an order to vest the property. Here, the payment having been made, the property reverted to the debtor in the same way as it would under sub-section (2) of section 29 because no similar words were found in sub-section (2) of section 21. Now, what sub-section (2) of section 21 provided was: "If the Court approves the composition or scheme it may make an order annulling the bankruptcy and vesting the property of the bankrupt in him or in such other person as the Court may appoint on such terms and subject to such conditions, if any, as the Court may declare." That sub-section contemplated the Court making some order in reference to the vesting of the property, because it spoke of an order annulling the bankruptcy and vesting the property, as though the same order would contain some provision in reference to both matters. Now, it was said that the effect of annulling an order in bankruptcy was to discharge the trustee or Official Receiver, if he was acting as trustee; to set aside the order under which the trustee or Official Receiver obtained his title and to leave the property, as it were, in the air, vested in no one. He could not conceive that that could be the proper reading of the section. He thought that the note by the learned author of "Williams on Bankruptcy" was quite correct where he expressed the view that although there was no expression to that effect, upon payment of the whole composition, the estate of the debtor would, by necessary implication, re-vest in him, and when he used the words "by necessary implication," he understood the author to mean that that was so because there was no other person in whom under any circumstances the property could be considered to be properly vested. The view taken by Shearman was not correct, and that being the only substantial point in the case, the appeal succeeded and judgment would be entered for the plaintiff for the amount claimed with costs.

ATKIN, L.J., agreed. The title in this debt being originally in the plaintiff by reason of the assignment, it could only be taken out of him by the adjudication in bankruptcy, an order for which was duly made. But upon the scheme for composition being approved, the money being in hand, the adjudication was annulled. He failed to see how in such circumstances the defendants who owed the debt could say they no longer owed it to the plaintiff, but to some third person. Once the conditions in the order have been fulfilled, the bankruptcy was in fact annulled. If it was annulled it was impossible for the trustee in bankruptcy to say that he had any title at all. The only person who had a title would be the bankrupt.

YOUNGER, L.J., was of the same opinion. In this case an order annulling the bankruptcy was made, and it contained no provision at all with regard to the vesting of the property of the bankrupt in himself or in anyone else It was unnecessary to inquire what would be the position of the property prior to the payment of the composition, for, in this case, the composition was in hand at the date of the order. The position, therefore, was that the trustee, who, he understood, was the Official Receiver, then held the bankrupt's property, all the purposes of the bankruptcy having been discharged. It followed that there was a resulting trust for the assignor of that property, the plaintiff in this case. The plaintiff's title had thus been restored to him and he was in a position to make the claim which he did make at the date of the issue of the writ in this action.—COUNSEL, *the appellant in person; T. E. Haydon* for the respondents. SOLICITOR for respondents, *Bridgman & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

High Court—Chancery Division.

EVANS *v.* **BRUNNER, MOND & CO.** Eve, J. 17th November.

COMPANY—OBJECTS OF COMPANY—OBJECTS CONDUCIVE TO MAIN OBJECT—EXPENDITURE FOR SCIENTIFIC RESEARCH—RESOLUTION—ULTRA VIRES—INJUNCTION.

At an extraordinary general meeting of a company formed for the purpose of carrying on the business of chemical manufacturers, a resolution was passed enabling the directors to distribute £100,000, *for the furtherance of scientific education and research. On a motion by a shareholder to restrain the company from acting upon the resolution.*

Held, that the resolution was not too general, and that no order ought to be made on the motion.

This was a motion for an injunction to restrain the defendant company from acting upon a resolution passed at an extraordinary general meeting of the company, on the 5th August 1920. The resolution was "that the directors be, and they are hereby authorised to distribute to such universities or other scientific institutions in the United Kingdom, as they may select for the furtherance of scientific education and research, the sum of £100,000 out of the investment surplus reserve account." The company was incorporated with a capital increased from time to time to £15,000,000, of which about £9,500,000, had been issued. The memorandum of association stated that the main object was the purchase of the business of Brunner, Mond & Co., chemical manufacturers, and the company also took power to do all such business as might be incidental or conducive to the objects of the company, or any of them. The plaintiff was the holder of 476 £1 shares, which were said to be worth about double at the present time. At the extraordinary general meeting, on the 5th August, eighty-nine persons were present, of whom seventy-five supported the resolution and fourteen opposed it. It was contended on behalf of the plaintiff that the resolution was *ultra vires* the company and that therefore one shareholder could object.

EVE, J., said that the question was whether the authority conferred by the resolution was strictly limited so as to imply an obligation on those to whom it was given to exercise the discretion in the interests of the company, of which they were merely agents. The question really was whether such an application of the company's funds was within or without the power of the company. The defendants said it was within their powers, and that there was express power to do it. The memorandum of association allowed the doing of all things which were incidental or conducive to the attainment of the objects of the company, or any of them. That meant that it must be incidental or conducive to the paramount object for which the company was formed. The business here was that of chemical manufacturers, and that was the main purpose. From the evidence that had been filed, it appeared that from those qualified to speak, the expenditure would be for the benefit of the community, and also of the company. It was said on behalf of the plaintiff, that the resolution was too vague. His lordship could not accede to that argument. He felt, however, some difficulty as to the furtherance of scientific education and research generally. But he was not at liberty to disregard the evidence of the directors and others, who were specialists in the business, who said that it would tend to cause the universities and institutions to train students and others, whose services they could take advantage of in the work of the company. That seemed to do away with the criticism that it was too general, and not confined to a special branch of science. Then, it was said, that it was of no advantage to the company, and that these universities and institutions would no doubt be resorted in the future by persons from all parts of the world, who might act as rivals of the company. But it was a question of degree, whether the advantage outweighed the disadvantage, and on the evidence, it seemed that it did. Then, it was said, that it was too remote. But here, again, the evidence showed that the company had great difficulty in finding the right class of men necessary for the proper conduct of the business as chemical manufacturers, and this fund would bring into existence an efficient body

of men from which the company could recruit men for the work. On the evidence, the company had established that the resolution was not too general, but was likely to lead to the direct advantage of the company, and in these circumstances the Court ought not to interfere by injunction, and there would be no order on the motion.—COUNSEL, *Clayton*, K.C., and *Caradoc Rees*; *Maugham*, K.C., and *Stamp*. SOLICITORS, *Jaques & Co.* for *W. Wynn Evans*, Wrexham; *Blyth, Dutton & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

NEVILE *v.* **HARDY.** Peterson, J. November 11th and 15th.

LANDLORD AND TENANT—RENT RESTRICTION—DWELLING-HOUSE REASONABLY REQUIRED AS A RESIDENCE—ALTERNATIVE ACCOMMODATION—ONUS OF PROOF—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. V, c. 17), s. 5, sub-section (1) (*b*), (*d*).

Under the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, *section 5*, (1) *there must be evidence of deterioration of the premises to enable the landlord to rely on clause* (*b*); (2) *the dwelling-house must be "reasonably required" within clause* (*d*) *at the time of the hearing of the application for possession; and* (3) *the primary onus of proof of "alternative accommodation" is upon landlord and not upon the tenant.*

This was an action for possession. The plaintiff alleged acts of alteration of the premises which were contended to amount to waste and also certain acts alleged to amount to nuisance, and also claimed that he had come within the Increase of Rent and Mortgage Interest (Restrictions) Act, section 5 (1) (*d*). There was an agreement of tenancy of parts of certain premises in Knightsbridge which expired by notice on the 29th of September, 1919. The plaintiff had taken a lease of the whole as from that date, and this was an action to get the defendant out of the parts. It appeared that the defendant had sub-let a part of the part which she continued to occupy under the protection of the Increase of Rent and Mortgage Interest (Restrictions) Acts to a hairdresser and had adapted such part for such purpose. The plaintiff, who was carrying on the business of an antique dealer on the ground floor, and a tea shop on the first floor, wanted the upper floors where the hairdresser defendant was for herself and her staff but could not get them and had had to take other accommodation elsewhere.

PETERSON, J., after stating the facts, said: I have come to the conclusion that the defendant has not been guilty of conduct which is a nuisance or annoyance to adjoining occupiers within the meaning of clause (*b*), section 5, sub-section (1), of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920; and further that in the entire absence of evidence that the condition of the dwelling-house has deteriorated owing to acts of waste by the defendant or any person residing with her, I cannot hold that the plaintiff has established that the state of affairs exists which would entitle her to rely upon the provisions of the last part of clause (*b*) of section 5, sub-section (1). With regard to the plaintiff's claim under clause (*d*) of section 5 (1), which enables an order for recovery of possession to be made where "the dwelling-house is reasonably required by the landlord for occupation as a residence for himself or for any person *bona fide* residing or to reside with him, or for some person in his whole time employment, and the Court is satisfied that alternative accommodation reasonably equivalent as regards rent and suitability in all respects is available," the first point which arises is whether the dwelling-house is reasonably required. So far as it is necessary for me to hold, I think the dwelling-house must be reasonably required when the order for recovery of possession is asked for, i.e., at the hearing, and that then the Court must be satisfied that the dwelling-house is reasonably required by the landlord for occupation as a residence for himself or for the other persons specified in clause (*d*). In the present case, the plaintiff desired the upper floors as a residence for herself, but finding that she could not get them she has taken other premises for her residence, but I do not think that the fact that she is living elsewhere is any reason for holding that the dwelling-house is not reasonably required by her as a residence for herself or for persons in her whole time employment. The evidence is that if she can obtain possession of the upper floors she will use them for the occupation of herself and her staff, and in these circumstances I cannot say that they are not reasonably required by her. The defendant therefore cannot rely on the earlier part of clause (*d*). But the conditions of the latter part of clause (*d*) must be satisfied by the landlord also before he can obtain an order for possession, and under them the Court must be satisfied "that alternative accommodation reasonably equivalent as regards rent and suitability in all respects is available." It has been contended that that means that the onus is thrown upon the defendant. But if that is so, it means that the tenant has to satisfy the Court that alternative accommodation of the kind described is not available, and those are not the words of the clause. The words are that alternative accommodation of the kind described is available. In my judgment, therefore, it is for the landlord who seeks possession to satisfy the Court by positive evidence that alternative accommodation is available. What evidence to that effect is there here? It is said that the plaintiff told the defendant that certain house agents could tell her of other accommodation, but the defendant did not go to them, and there is no evidence whatever of what they had to offer. The defendant's own evidence shows that she had communicated with other house agents without success. The only direct evidence as to alternative accommodation on the part of the plaintiff is that there is a basement in George Street, Baker Street, which is available at a similar rent. It consists of two dark and dirty rooms which have been used as store rooms. It is idle to suggest that such a basement can by any stretch of imagination be reasonably equivalent as regards suitability in all respects to the second or third floors of a house in Knightsbridge, with plenty of light. I absolutely decline to accept this, and the claim for possession accordingly fails.—COUNSEL, *C. Doughty*; *Schultess Young*, and *H. C. Bickmore*. SOLICITORS, *J. F. Hudson, Matthews & Co.*; *W. J. Tabrum*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

WOOD *v.* **WALLACE.** ROCHE, J. Nov. 29th

LANDLORD AND TENANT—DWELLING-HOUSE—ORDER FOR POSSESSION—AMOUNT OF STATUTORY RENT—PAYMENT OR CHARGE FOR ATTENDANCE—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11, GEO. 5, c. 17), SECTION 12, SUB-SECTION (2 (*a*), PROVISO (1).

Section 12, sub-section (2) (*a*) *of the Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, *provides that the Act shall "apply to a house, or part of a house, let out as a separate dwelling, where either the annual amount of the standard rent, or the rateable value, does not exceed* (*a*) *in the Metropolitan Police District, including the City of London, one hundred and five pounds." Proviso* (1) *of the same section provides that: "This Act shall not, save as otherwise expressly provided, apply to a dwelling-house bond fide let at a rent which includes payments in respect of board and lodging, and attendance, or use of furniture."*

By an agreement of tenancy dated June 25, 1917, the tenant covenanted with the landlord to pay the yearly rent of seventy-five pounds for a flat in a block of buildings during the first year of the tenancy, and the yearly rent of one hundred pounds during the second and third years, at the times and in manner set out in the agreement, "and moreover to pay the sum of ten shillings weekly throughout the tenancy for service at the times and in manner herein set out." Besides this particular flat, there were other flats in the same buildings, which were service flats and were let under agreements whereby the tenants covenanted to pay either an inclusive rent to include the said service, or to pay for the said service in terms similar to those in the above agreement dated June 25, 1917.

Held, on the construction of the covenant in the agreement of June 25, 1917, that the rent of the premises was below the sum of £105 a year, and within the statutory limit of section 12, sub-section (2) (*a*), *as the rent was not inclusive but exclusive of stipulated payments for attendance, and proviso* (1) *did not apply to this tenancy: therefore that the landlord was not entitled to an order for possession.*

The plaintiff claimed possession in this action of a third floor flat at 74, Gloucester Place, Portman Square. The defendant refused to give up possession, on the ground that he was entitled to the protection of section 5, sub-section (1), of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. No. 73 and 74, Gloucester Place, consists of blocks of flats, and each house contains four flats of varying sizes. The defendant entered into possession of the flat at No. 74 as assignee of an agreement of tenancy dated June 25, 1917, made between the plaintiff and one Alma French, by which agreement the plaintiff let the said flat to the said Alma French for a term of three years, which said term expired by effluxion of time on June 24, 1920. The defendant was in possession of the said flat on the said June 24, 1920, and was still in possession when the action was brought, and he had refused, and still refused, to deliver up possession of the said flat. By the said agreement of tenancy dated June 25, 1917, the tenant covenanted to pay to the plaintiff the yearly rent of seventy-five pounds during the first year of the tenancy, and the yearly rent of one hundred pounds during the second and third years of the tenancy, at the times and in the manner set out in the said agreement, and "moreover to pay the sum of ten shillings weekly throughout the tenancy for services at the

times and in the manner therein set out." The said services, at all material times, were supplied to the defendant under the said agreement of tenancy. All the said flats are service flats, and are let under agreement by which the tenant covenants to pay either an inclusive rent, to include the said services, or covenants to pay for the said services in terms similar to the terms of the agreement dated June 25, 1917. The said flat was let on August 3, 1914, under an agreement dated August 1, 1911, for the period of three years from September 29, 1911, at a yearly rent of £105, which said sum included payment for services. By an agreement dated May 21, 1920, the plaintiff agreed to let the said flat to one Richard Lake from June 25, 1920.

ROCHE, J.: The point for my decision upon the agreed facts in the case is whether or not the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, applies to restrict the plaintiff's right to possession. If it does, the plaintiff fails; if it does not, the plaintiff succeeds. The Act came into force on July 2nd, and provides as follows: By section 5, sub-section (1) it is enacted: "No Order or Judgment for the recovery of possession of any dwelling-house to which this Act applies, or for ejectment of a tenant therefrom, shall be made or given unless"—various conditions are present which it is not suggested exist in this case. The point here is whether the dwelling-house is one to which this Act applies at all. Section 12, sub-section (2) (*a*), provides as follows: "This Act shall apply to a house or part of a house let as a separate dwelling, where either the annual amount of the standard rent or the rateable value does not exceed (*a*) in the Metropolitan Police District, including the City of London, One hundred and five pounds". The question is whether the rent of the premises, of which possession is now being claimed, is above or below the sum of £105. Proviso (1) of section 12 enacts as follows: "This Act shall not, save as otherwise expressly provided, apply to a dwelling-house *bona fide* let at a rent which includes payments in respect of board, attendance, or use of furniture." The words "payments in respect of attendance" are the words which are material to the present case. There is no definition of "rent" in the Act, and in the argument cases and passages from text-writers were cited as to the meaning of the word "rent" at common law, and under other statutes. According to the views of some writers, payments for such matters as attendance cannot properly be described as rent or forming part of rent; but the correctness or incorrectness of these views, in my judgment, is not a topic decisive, or even relevant, to the present case. Proviso (1) of section 12 of the Act now under consideration clearly shows that payments for attendance may form part of or be included in a rent within the meaning and purview of this Act. I, therefore, deal with the matter solely on the construction of this Act. The question arises: Is the 10s. a week or £26 per annum stipulated to be paid for services under the agreement between the parties, rent or part of rent, or is it not? If it is, the rent of these premises is more than £105 per annum; if it is not, the rent is under the statutory limit. The answer appears to me to be that under this particular agreement the parties have not purported to make the 10s. per week rent or part of rent, and have not in fact done so. The phraseology used by the parties is not decisive, but it is certainly material, *Cox* v. *Harper* (54, S. J., 305, 1910, 1 Ch., 480). Apparently in *Douglas* v. *Beeching*, a case not yet reported, tried by myself on February 25, 1920, there I had to deal with an agreement in which payment for service was stipulated to be rent, and that decision on different facts, and a different form of agreement, affords no guidance in the present case.

The next question is as to the application of the proviso in section 12 (*i*) of the Act to the present case. This is not quite the same question as that dealt with under the first head above, and presents more difficulty. It is to be noted that the object of the proviso is clearly not to bring cases within the Act by excluding from rent payments made for certain considerations; it is to exclude cases from the Act where the rent includes payments made for those considerations. "Charges" would have been perhaps a more apt word than "payments," but the general sense of the proviso is clear. It may be surmised that the intention of the Legislature was to exclude altogether cases where the accommodation let and hired included *inter alia* attendance. But I have to construe the proviso, and not to rest upon surmise, and the words of the proviso are not "let upon terms which include payments, etc." but "let at a rent which includes payments, etc." On the whole, though with considerable doubt, I find myself impelled to give a literal construction to the proviso, and to hold that inasmuch as the rent in this case is not inclusive but exclusive of the stipulated payments for attendance, the proviso does not apply. It is hardly a satisfactory position that the mere form, as opposed to the substance of the agreement or tenancy should make so marked a difference, that apparently some of the flats mentioned in the statement of agreed facts would be outside, and some of them within the proviso. But in spite of this anomalous position, I must act on my view of the proper construction of the proviso, and give judgment for the defendant with costs of the action.

COUNSEL, *Wilfred Lewis* for the plaintiff; *St. John Field* for the defendant. SOLICITORS, *Charles Knight & Co.*; *Field, Roscoe & Co.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estate of GUSTAV BLUHM, deceased. Sir H. Duke, President. 23rd November.

ADMINISTRATION—GRANT OF ADMINISTRATION TO THE ESTATE OF A GERMAN NATIONAL TO THE CONTROLLER OF THE CLEARING OFFICE FOR ENEMY DEBTS UNDER THE TREATY OF VERSAILLES, ARTICLE 296, THE TREATY OF PEACE ORDER, 1919 (S. R. & O., 1919, No. 1517) AND THE TREATY OF PEACE (AMENDMENT) ORDER, 1920 (S. R. & O., 1920, No. 1410)

Grant made to the Controller as prayed limited to the assets due to the estate of the testator in this country without annexing will of testator, and without notice of the application.

The proper method of procedure in these cases is to apply on motion.

Counsel for the applicant said that the motion was the first of its kind. Gustav Bluhm, late of Hamburg, died on April 13th, 1916. He was a German national and he was believed to have left a will made in Germany by which he appointed Edward Bluhm and Johann George Wieck, both German nationals, his executors, and he bequeathed his residuary estate to twenty-two nephews and nieces, two of whom were natural-born British subjects and were resident in England. The only asset of the testator in England was £4,000, money lent by him to Messrs. Moss & Bluhm, a British firm carrying on business at Fenchurch Street, London, E.C. The debt, which was payable before the war, was admitted, and was registered with the Custodian under the Trading with the Enemy Acts. Under the provisions of article 296 of the Treaty of Versailles and the Treaty of Peace Order, 1919, debts payable before the war and due by a national of one contracting Power, residing within its territory, to a national of an opposing contracting Power residing within the territory of the latter, were to be settled through clearing offices established by each contracting Power. By section 1 (1) of the Treaty of Peace Order, 1919, there was established in England a clearing office under a Controller appointed by the Board of Trade, and by section 1 (iv) of the Order it was provided that such clearing office should have power to enforce the payment of any enemy debt by the person by whom the debt was due, and that for that purpose such office should have all such rights and powers as if it were the creditor. By article 296, 4 (*a*) of the Treaty of Peace Order, 1919, the payment of such debts and the acceptance of payment of such debts by interested nationals, except through such clearing offices, were prohibited. An office for the clearing of such debts had been established in Germany, and by article 296, annex 11, of the Treaty of Peace Order, 1919, the balance of such debts between the English and German Clearing Offices was to be struck monthly. The debt of £4,000 came to the knowledge of the Controller of the English Clearing Office in February last, and a demand for payment was sent to Messrs. Moss & Bluhm, who replied that as Gustav Bluhm had died, they could not pay the debt until representation to his estate had been obtained in England. The Custodian under the Trading with the Enemy Acts, with whom the debt was originally registered, consented that the Controller of the English Clearing Office should obtain representation to the estate limited to the amount of the debt. Counsel moved for a grant to the Controller of letters of administration to the estate under section 73 of the Court of Probate Act, 1857, either with or without the will annexed, limited to the debt of £4,000, or, in the alternative, for letters of administration *ad colligenda bona* limited to the £4,000, for the purposes assigned to the Controller under the Treaty of Peace.

THE PRESIDENT: I see that the Treaty of Peace Order, 1919, section 1, sub-section (x), gives the Controller power to sue and be sued. Why should there be only a limited grant? The Controller is in the position of a creditor; why should he not take a general grant? Counsel said that if the Controller took a grant as a creditor he would require special power to prefer his own debt. It is thought that the Controller has no

seisin of anything other than money debts; he was a mere conduit-pipe for the purpose of striking balances. Would the Court make a grant *ad colligenda bona* to the Controller as creditor with power to prefer his own debt in accordance with the Treaty of Versailles and the orders thereunder?

The PRESIDENT: Can I do that without notice to anyone? Ought not the Controller as creditor to give notice to the interested parties, if he desires to apply to enlarge the terms of his grant? If I make the grant to the Controller in his statutory capacity the difficulty will not arise. Counsel: The Controller is here and feels a difficulty in taking a grant except as to property to which he is entitled under the Treaty. By article 296 of the Treaty of Peace Order, 1919, annex s. 7, the debt must be credited forthwith to the creditor clearing office. The notice given to the German Clearing Office identifies the debt.

The PRESIDENT: I think I can regard the Treaty of Peace as an assignment of interests and can dispense with notice of the application. I will make a grant to the Controller in his official capacity limited to the £4,000 due from Messrs. Moss & Bluhm to the estate of the testator, the grant to be surrendered when the sum has been disposed of. As the Controller's rights override any testamentary disposition, he may merely state in his oath to lead the grant his belief that there is a will; and the will need not be annexed. The costs of the Controller will be paid out of the fund. The Controller need not give security. He will merely file a declaration. These are grants in special circumstances: the Controller in his statutory capacity is outside the normal procedure of the Court. I think applications must be made on motion until further order.—COUNSEL, *T. Bucknill.* SOLICITOR, *The Solicitor to the Clearing Office.*

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

New Orders, &c.

Orders in Council.

THE PARLIAMENTARY REGISTER.

1. The following Rule shall be substituted for Rule 39 of the Representation of the People Order:—

"39. As respects constituencies in Great Britain—

(*a*) The Autumn Register for 1920 shall remain in force unless otherwise ordered until the 15th day of April, 1921, and shall be kept published until the coming into force of the next succeeding register;

(*b*) The Spring Register for 1921 shall come into force on the 15th day of April, 1921, and shall remain in force unless otherwise ordered until the 15th day of October, 1921, and in connection with that register the registration dates shall be, as respects England and Wales, the dates specified in the third column, and as respects Scotland, the dates specified in the fourth column, of Part I of Schedule X to this Order."

2. In Rule 41 of the Representation of the People Order the words "the Spring Register, 1921," shall be substituted for the words "the Autumn Register, 1920," and after the word "specified" where it first occurs there shall be inserted the words "as respects England and Wales" and after the word "column" where it first occurs there shall be inserted the words "and as respects Scotland the third column."

3. The following Schedule shall be substituted for Schedule X:—

9th November.

[Schedule X gives in Part I the registration dates for the Spring Register, 1921, and in Part II the dates as to publication of documents for purposes of the Spring Register, 1921].

[*Gazette*, 12th November.

THE SOMERSET ASSIZES.

[*Recital of Order of 2nd August*, 1918.]

1. The said Order in Council, dated the 2nd day of August, 1918, is hereby repealed.

2. The Autumn Assizes holden in and for the County of Somerset shall hereafter be held at Taunton and Wells alternately.

3. The Winter Assizes holden in and for the County of Somerset shall hereafter be held at Taunton.

4. This Order may be amended, added to or repealed by Order in Council.

9th November. [*Gazette*, 12th November.

THE SUPREME COURT GIBRALTAR (ADMIRALTY JURISDICTION) RULES, 1920.

An Order in Council makes rules for regulating the practice of the Supreme Court of Gibraltar in its Admiralty Jurisdiction and the fees to be taken in the Offices of the Court and by the practitioners thereof.

9th November. [*Gazette*, 12th November.

THE MINISTRY OF HEALTH (TRANSFER OF POWERS AS TO GAS UNDERTAKINGS) ORDER, 1920.

1. This Order may be cited as the Ministry of Health (Transfer of Powers as to Gas Undertakings) Order, 1920.

2. As from the 16th November, 1920, the powers and duties of the Minister of Health specified in the second column of the schedule to this Order shall be transferred to the Board of Trade, and in relation to the powers and duties so transferred the enactments mentioned in the first column to that schedule shall be construed as if references to the Board of Trade were substituted for references to the Local Government Board.

9th November.

SCHEDULE.

Enactment.	Powers and duties transferred.
The Gas and Water Works Facilities Act, 1870, and the Gas and Water Works Facilities Act, 1870 (Amendment) Act, 1873, as applied by Section 161 of the Public Health Act, 1875.	All powers and duties in relation to gas undertakings of Local Authorities.
The Public Health Act, 1875, s. 162.	Power to sanction the purchase by an Urban Authority of a gas company's undertaking.
The Gas (Standard of Calorific Power) Act, 1916.	Power to substitute a standard of calorific power, etc., in respect of gas supplied by a Local Authority.
The Statutory Undertakings (Temporary Increase of Charges) Act, 1918.	Power to modify statutory provisions regulating charges to be made by Local Authorities carrying on gas undertakings.

[*Gazette*, 12th November.

THE MINISTRY OF HEALTH (TRANSFER OF POWERS AS TO WATER UNDERTAKINGS) ORDER, 1920.

1. This Order may be cited as the Ministry of Health (Transfer of Powers as to Water Undertakings) Order, 1920.

2. As from the 16th November, 1920, the powers and duties of the Board of Trade specified in the second column of the Schedule to this Order shall be transferred to the Minister of Health, and in relation to the powers and duties so transferred the enactments mentioned in the first column to that Schedule shall be construed as if reference to the Minister of Health were substituted for reference to the Board of Trade.

9th November.

SCHEDULE.

Enactment.	Powers and duties transferred.
Gas and Water Works Facilities Act, 1870, and Gas and Water Works Facilities Act, 1870 (Amendment) Act, 1873.	All powers and duties in relation to water undertakings in England and Wales.

[*Gazette*, 12th November.

Board of Trade Orders.

THE COAL (BUNKERING AND EXPORT) PRICES REVOCATION ORDER AND DIRECTION, 1920.

In exercise of the powers conferred upon them by the Defence of the Realm Regulations and of all other powers enabling them in that behalf, the Board of Trade hereby order and direct as follows:—

1. The Coal (Bunkering and Export) Prices Order and Direction, 1920, shall cease to have effect as from the 1st day of December, 1920.

2. The Directions mentioned in Clause 5 of the said Order and Direction shall, so far as they may not already have been revoked or cancelled, be revoked and cancelled as from the date aforesaid.

3. This Order may be cited as The Coal (Bunkering and Export) Prices Revocation Order and Direction, 1920.

24th November.

[*Gazette*, 26th November.

ANGLO-GERMAN MIXED ARBITRAL TRIBUNAL.

The following announcement is made by the Board of Trade:—

The Mixed Arbitral Tribunal to be established between the United Kingdom on the one hand and Germany on the other hand under Article 304 of the Treaty of Versailles has been constituted and is about to begin work in London. The President of the Tribunal is Professor Eugene Borel, a Swiss jurist and Professor of Public and International Law in the University of Geneva. The British and German members are respectively Mr. R. E. L. Vaughan Williams, K.C., of Lincoln's Inn, and Dr. jur. Adolph Nicolaus Zacharias, Senatspräsident of the Hanseatic Oberlandesgericht.

A great part of the work of the Tribunal is to decide as to debts under Article 296 of the Treaty where a difference has arisen between an enemy debtor and an enemy creditor or between the British and German clearing offices. Under Article 297 the Tribunal can determine compensation to be borne by Germany in respect of damage or injury inflicted on the property, rights or interests of British Nationals in German territory as they existed on August 1, 1914, by the exceptional war measures or measures of transfer mentioned in the Annex to that Article. The other matters within the jurisdiction of the Tribunal are set out in Articles 299, 300, 302, 304, 305 and 310 of the Treaty.

The Procedure before the Tribunal is to some extent regulated by Sections III. to VII. of Part X. of the Treaty, but the Tribunal has settled further and more detailed rules dealing with the manner in which claims must be submitted. Printed copies of these Rules of Procedure, which have been issued in the Series of Statutory Rules and Orders (No. 2062), may be purchased, price threepence, through any bookseller, or may be obtained on application to the Secretariat of the Tribunal. They should be read in conjunction with the provisions of the Treaty of Peace Order, 1919 (Statutory Rules and Orders, 1919, No. 1517, published by H.M. Stationery Office. Price 2d.).

The British Government has provided a Court for the meetings of the Tribunal, and an office for the Secretariat at 21, St. James's Square, London, S.W.1. Mr. Harold Russell, Barrister-at-Law, has been appointed by the Foreign Office to act as British Secretary and the German Government is also appointing a Secretary, the two to act together as joint Secretaries of the Tribunal.

The High Contracting Parties under the Treaty have agreed that their courts and authorities shall render the Mixed Arbitral Tribunal, direct, all the assistance in their power as regards transmitting notices and collecting evidence. The decisions of the Tribunal are final and conclusive. The place and time of sitting will be determined by the President of the Tribunal and may be in London, Germany or elsewhere as the convenience of the parties or witnesses may require. The sittings will be public.

[Rules of Procedure before the Tribunal have been made and are printed in the *Gazette*.]

[*Gazette*, 16th November.

EX-ENEMY PATENTS AND COPYRIGHTS.

Orders have been issued by the Board of Trade:—

(1) In the Matter of Divers Patents and Applications for Patents vested in the Custodian; and in the Matter of the Trading with the Enemy Acts, 1914 to 1918; and in the Matter of the Treaties of Peace (Austria and Bulgaria) Act, 1920; and in the Matter of the Treaty of Peace (Austria) Order, 1920; and in the Matter of the Treaty of Peace (Bulgaria) Order, 1920.

(2) In the Matter of Divers rights in literary and artistic properties vested in the Custodian, and in the Matter of the Trading with the Enemy (Copyright) Act, 1916, and in the Matter of the Trading with the Enemy Acts, 1914 to 1918, and in the Matter of the Treaty of Peace (Germany) Act, 1919, and in the Matter of the Treaties of Peace (Austria and Bulgaria) Act, 1920, and in the Matter of the Treaty of Peace (Germany) Order, 1919, and in the Matter of the Treaty of Peace (Austria) Order, 1920.

The following are the leading provisions of the Orders.

The subsidiary clauses are lengthy.

AS TO PATENTS.

1. (i) Subject to the provisions hereinafter contained the Custodian shall forthwith divest himself of the vested patents and of the vested applications in favour as the case may of the respective persons who were at the commencement of the late war or would but for such war and the relative Vesting Orders now be entitled thereto.

Provided always that if by any Order made under the Trading with the Enemy Amendments Acts or any of them which may effect any vested patent or vested application, any condition was imposed upon the Custodian which might operate so as to prohibit him from dealing with such patent or application the prohibiting condition shall be and stand discharged upon the Board of Trade certifying to that effect but so nevertheless that such divesting as aforesaid shall not take effect as regards such patent or application unless and until the Board of Trade shall so certify.

AS TO COPYRIGHTS.

1. (i) Subject to the provisions hereinafter contained the Custodian shall forthwith divest himself of the vested copyrights in favour as the case may be of the respective persons who were at the commencement of the late war or would but for such war and the relative Vesting Orders and/or The Trading with the Enemy (Copyright) Act, 1916, now be entitled thereto.

Provided always that if by any Order made under the Trading with the Enemy Amendment Acts or any of them which may effect any vested copyright any condition was imposed upon the Custodian which might operate so as to prohibit him from dealing with such copyright the prohibiting condition shall be and stand discharged upon the Board of Trade certifying to that effect, but so nevertheless that such divesting as aforesaid shall not take effect as regards such copyright unless and until the Board of Trade shall so certify.

9th November.

[*Gazette*, 12th November.

Ministry of Health Order.

THE PARLIAMENTARY REGISTER.

A circular letter (150) explanatory of the Order in Council printed above has been issued by the Ministry of Health to Registration Officers.

Ministry of Labour Order.

THE UNEMPLOYMENT INSURANCE (BENEFIT) REGULATIONS* 1920.

The Minister of Labour, in pursuance of Section 35 of the Unemployment Insurance Act, 1920, and all other powers in this behalf, hereby makes the following Regulations:—

PART I.—GENERAL.

Short Title and Commencement.

1. (1) These Regulations may be cited as the Unemployment Insurance (Benefit) Regulations, 1920.

(2) These Regulations shall come into operation on the 8th day of November, 1920.

* * *

PART II.—UNEMPLOYMENT BENEFIT.

Insured contributors desiring to obtain unemployment benefit or payment from an association of employed persons to make application in proper form and to lodge book at Local Office.

3. (1) Where an insured contributor desires to obtain unemployment benefit, or to obtain any payment in respect of unemployment from an association of employed persons with which an arrangement has been made under Section 17 of the Act, he shall

(*a*) make an application or give notice, as the case requires, to the Minister in the form set forth in the schedules to these Regulations, or in such other manner as the Minister may direct, or may for good cause accept as sufficient in any special case; and

(*b*) lodge his unemployment book at a Local Office; and

(*c*) furnish such evidence as the Minister may require that he is not in receipt of sickness or disablement benefit or disablement allowance under the National Health Insurance Acts, 1911 to 1920; and

(*d*) furnish such evidence as the Minister may require that he is not in receipt of an Old Age Pension under the Old Age Pension Acts, 1908 to 1919; and

(*e*) furnish such other evidence as to the fulfilment of the conditions and the absence of disqualifications for receiving or continuing to receive unemployment benefits or other payments as the Minister may require, and shall for that purpose attend at such Offices or places as the Minister may require.

Provided that where in any special case the Minister is satisfied that the insured contributor is unable or has omitted for good cause to produce his unemployment book the Minister may, if he thinks fit, dispense with the lodging of the book under this Regulation.

Provided also that for the purpose of this Regulation neither an arrears book nor an emergency book shall be deemed to be an unemployment book.

(2) With the object of obtaining information from employers on the subject of conditions and disqualification for unemployment benefit referred to in Sections 7 and 8 of the Act, notice that the book has been lodged at the Local Office under this Regulation and calling attention to the provisions of Sections 7 and 8 shall, unless it is not practicable to do so, forthwith be given by the Minister to the person appearing to be the insured contributor's last employer.

(3) Where the insured contributor desires to obtain payment from any association of employed persons with which an arrangement has been made under Section 17 of the Act the Local Office shall deliver to him such a receipt for the book lodged by him as may be necessary to enable him to claim from the Association any payment due to him while unemployed.

* * *

FIRST SCHEDULE.

[*Form of Application for Unemployment Benefit.*]

SECOND SCHEDULE.

[*Form of Application for Payment in lieu of Unemployment Benefit.*]

The following Regulations have also been issued :—

The Unemployment Insurance (Courts of Referees) Regulations,* 1920.

The Inspectors (Unemployment Insurance) Regulation,* 1920.

[*Gazette*, 12th November.

* These Regulations, although statutory, are provisional only. Permanent Regulations will be made later.

Food Control Orders.

NOTICE OF REVOCATION OF CERTAIN ORDERS RELATING TO FOOD CONTROL COMMITTEES.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 20th October, 1920, the Orders specified in the Schedule hereto.

20th October.

[The Schedule contains a list of fourteen Food Control Committees (Local Distribution and Constitution) Orders and probably the effect is to put an end to these Committees.]

NOTICE OF REVOCATION.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 2nd November, 1920, the Orders specified in the Schedule hereto, but without prejudice to any proceedings in respect of any contravention thereof.

2nd November.

SCHEDULE.

S.R. & O., No. 1119 of 1918	...	The Tea (Licensing of Wholesale Dealers) Order, 1918.
S.R. & O., No. 506 of 1918	...	The Tea (Retail Prices) Order, 1918.
S.R. & O., No. 1228 of 1917	...	The Coffee (Retail Prices) Order, 1917.
S.R. & O., No. 342 of 1918	...	The Raw Cocoa (Prices) Order, 1918.
S.R. & O., No. 1302 of 1918	...	The Cocoa Powder (No. 2) Order, 1918.
S.R. & O., No. 553 of 1918	...	The Cocoa Butter (Requisition) Order, 1918.
S.R. & O., No. 340 of 1918	...	The Cocoa-Butter (Provisional Prices) Order, 1918.
S.R. & O., No. 1519 of 1919	...	The Canned Condensed Milk (Retail Prices) Order, 1919.
S.R. & O., No. 1459 of 1918	...	The Citrous Fruit (Prices) Order, 1918.

NOTICE OF REVOCATION OF CERTAIN ORDERS.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 2nd November, 1920, the Orders specified in the Schedule hereto, but without prejudice to any proceedings in respect of any contravention thereof.

2nd November.

SCHEDULE.

S.R. & O., No. 102 of 1918	...	The Cattle Feeding Stuffs (Licensing) Order, 1918.
S.R. & O., No. 1040 of 1918	...	The Maize Products (Retail Prices) Order, 1918.
S.R. & O., No. 210 of 1918	...	The Oats Products (Retail Prices) Order, 1918.
S.R. & O., No. 404 of 1917	...	The Maize, Barley and Oats (Restriction) Order, 1917.
S.R. & O., Nos. 1147 and 1546 of 1918		The Oats (Registration of Dealers) (Ireland) Order, 1918.
SR. & O., No. 453 of 1920	...	The Flour and Bread (Returns) Order, 1920.
S.R. & O., No. 1099 of 1918	...	The Small and Additional Acreage Order, 1918.

The following Food Control Orders have also been made :—

Order amending the Eggs (Prices) Orders, 1919. 25th October.

The Butter (Prices) (Ireland) Order, 1920. 6th November.

The Bacon and Ham (Prices) (Ireland) Order, 1920. 6th November.

Order amending the Bacon, Ham and Lard (Sales) Order. No. 2, 1920. 10th November.

Societies.

The Incorporated Law Society of Liverpool.

The Ninety-third Annual Meeting of the Incorporated Law Society of Liverpool was held in the Law Library, 10, Cook Street, Liverpool, on Friday, the 26th day of November, 1920, the President (Sir Norman Hill, Bart.) in the chair. There was a good attendance, including Messrs. H. D. Bateson, J. C. Bromfield (Vice-president), John Cameron, Ed. V. Crooks, Finlay Dun, F. Gregory, J. H. Kenion, F. Russell Roberts, Godfrey A. Solly, Francis Weld (Hon. Treasurer), John L. Williams (Vice-President), W. Forshaw Wilson, J. Graham Kenion (Hon. Secretary), and others.

The notice convening the meeting and the annual report and statement of accounts were taken as read.

The PRESIDENT, in moving the adoption of the report and accounts, delivered the following address :—

THE PRESIDENT'S ADDRESS.

Gentlemen,

Before dealing with the Resolution standing in my name may I at the close of my year of office express to you all my high appreciation of the honour you conferred on me when twelve months ago you accepted me as your President. Owing to the demands made on my time by other public service, I had not, to my great regret, been able to serve an apprenticeship on the Committee, and it is due entirely to the ever-ready help I have received from the Vice-Presidents, from every member of the Committee, and from our Honorary Secretary, that I am able to place before you with some confidence the record of our year's work. Indeed, it is in fact a record of their work to which your President has contributed but little.

We have to lament the loss by death since the last Annual Meeting of eight members of the Society : Mr. J. F. Ashby, Mr. J. D. Banks, Mr. Josiah Dean, Mr. J. H. Glover, Mr. Thomas Laya, Mr. B. H. Newman, Mr. Robert Norris and Mr. W. T. Rogers. Mr. Robert Norris filled worthily the office of President in 1912, an office which his grandfather, one of the original founders of the Society, had held in 1848. Mr. William Thomas Rogers for nine years discharged the responsible and arduous duties of Joint Honorary Secretary. They both rendered valuable service to the Society.

The Report as a whole is a record of steady progress in our affairs. Since the close of the War the Committee, relieved from war duties, has been able to devote all necessary time to professional matters. There were in the year forty-four new members elected, and our total membership now stands at 411, as against 384, the lowest number to which it fell during the war. The lectures and classes of the Faculty of Law and the Board of Legal Studies have been again brought into full operation. Our Library is being fully maintained. We have, acting with the Law Clerks' Federation, established a Joint Conciliation Board to deal with all questions arising out of the conditions of employment of law clerks within our area. The Poor Man's Lawyer Department is in active operation. The amendments made last year in our Articles of Association, and the consequent increase in the subscriptions have re-established our financial position.

The first Provincial Meeting of The Law Society held since the outbreak of the war took place in Liverpool, and we extended a warm welcome to our professional brethren. It was in particular a great satisfaction to us to receive as the President of The Law Society our friend Mr. Morton. At the meeting many questions of great importance, not only to the profession, but also to the nation at large, were raised and discussed.

War Relief Fund.

This steady progress towards the re-establishment of normal conditions is all to the good, but the war has left behind in our ranks deep and grievous scars. Some we can never remove, but there is still much that we can do. I have, as one of the Trustees of The Law Society's War Memorial Relief Fund, been able to follow the administration of that Fund to which we contributed. I am satisfied that it is doing admirable work in supplementing pensions when needful; in assisting in the education of the children of those who have fallen; in helping the seriously injured and disabled men to work that is within their capacity; and in re-starting in the profession those who gave up positions or sacrificed prospects.

Then, thanks to the generosity of the late Mrs. Pritt, and to the confidence placed in us by her executor, Mr. Morton, we have in our hands the administration of the Pritt Fund. One of the primary objects of that fund is to grant relief in cases, arising within our area, of distress resulting in consequence of war services. Here, again, I am satisfied that the Fund is being carefully and wisely used.

The Solicitors' Benevolent Association.

But apart from the suffering and hardships which can be identified as directly attributable to the war and for which special provision is being made, there are, and there will always be with us, members of the profession who have not made good in the hard struggle of life, and the dependents they have left behind them. Here the Solicitors' Benevolent Association is doing admirable work, but it is now urgently in need of funds. The advance in the cost of living is pressing with terrible severity on those who are entirely dependent on small annuities; on the widows and daughters of men of our own profession left unprovided for, not in very many cases through recklessness or improvidence, but simply and solely through ill health or hard chance. I know that the generosity of Mrs. Pritt will not harden our hearts against the claims of those who are outside our own area, and I know of no better way of helping than by contributing to the Solicitors' Benevolent Association. If we are already subscribers we must bear in mind that our guinea does not now give anything like the relief it provided prior to the war. If we are not already subscribers, we must think what a grim struggle it is for a lady to live under present conditions on an income of 20s. a week.

The war has brought home to us other duties, and one of them is that of strengthening in every way in our power the Territorial Forces. I know that every member will do his best to safeguard those of his staff who put in their full annual training from being thereby prejudiced either in holidays or in pocket.

Solicitors' Remuneration.

Before turning to the matters of public interest dealt with in the report I would refer to the paragraph dealing with the question of Solicitors' remuneration. During the year, an Order has been made sanctioning in certain cases the practice of rendering a bill of costs in the form of a lump-sum fee without detailed items. In form the Order is, I venture to think, not happily expressed, but in substance it is the first step towards remedying the invidious, and indeed ridiculous, position in which the Solicitor was placed by the judgment given in 1876, in the case of *Wilkinson* v. *Smart*. I have never been able to accept the view that that judgment was unaffected by the Act of 1881 and the Rules made thereunder, but I believe the case has continued to be regarded as a binding authority. The Judges held, in 1876, that a bill of costs in which the items are not distinguished was not a compliance with the obligations imposed by section 37 of the Solicitors Act, 1843; but one of the objects of section 4 of the Act of 1881 was the introduction of gross sum fees based on, amongst other considerations, the skill, labour and responsibility involved on the part of the Solicitor, and the number and importance of the documents prepared without regard to length. It is manifest that the intention of Parliament was to place the Solicitor's fees upon a sound business basis, by sweeping away the vicious and misleading system under which those fees are assessed merely on the number of interviews had, the number of words written, and even the amount of stationery used, without regard to the skill shown, the responsibility undertaken, or the work accomplished. No other profession is compelled to assess its remuneration on any such absurd basis, and the form in which the Solicitor has been required to render his bill of costs has, from the time whereof the memory of man runneth not to the contrary, exposed the profession to ridicule and contempt. Although it was clear that the object of the Act of 1881 could never be attained so long as it remained obligatory on the Solicitor in trade terms to render an account of "priced items," the prices being assessed on the old ridiculous basis, until the Order was made this year, the practice of rendering a bill of costs in the form of a lump sum fee had never been sanctioned.

I regard the recognition of this practice as a matter of high importance to the profession. I am equally convinced that it is in the interests of our clients that the practice should be acted upon. What they look for, is the knowledge and skill which enables them to conduct their affairs with the maximum of confidence and despatch and with the minimum of red tape and law stationery, and for that knowledge and skill they are always ready and willing to pay. The bill of detailed items, priced on words and law stationery and all the other conventional considerations is only calculated to obscure the value of the services actually rendered. You will bear in mind that the new Order has not been applied to contentious business; and as is pointed out in the report in the opinion of the committee it is not happily worded. But it is a start, and we must see to it that the question is followed up until we are fully relieved from a ridiculous and invidious position in which no other profession is placed.

The Law of Property Bill.

The Law of Property Bill is the subject dealt with in the Report which is of the greatest public interest, and the action taken by the Committee in regard to that Bill is a good example of the service our Society renders year by year to the State. It is unnecessary for me to go over the ground that has been so well covered again and again by past Presidents, but I would remind you that for the last fifty years the reformers of our land laws have been divided into two schools. The one has advocated "Compulsory Registration of Title" as the only reform worthy of the name; the other school insists that all reform must be based on the assimilation of the Law of Realty and Personalty and the simplification of the Law of Conveyancing. Politicians are the believers in and the supporters of Compulsory Registration of Title, whilst the second school is formed of the practical men who are actively engaged in the transfer of land. So far, the politicians have succeeded in enforcing registration on London, but although for the last twenty-three years it has been open to every County Council to obtain for its own area such advantages as are conferred by the system, no single council has availed itself of this right. So far as I am able to judge, registration in London has only added to the difficulty and cost of transfer under the law as it stands. The other school has to its credit the Conveyancing and Settled Land Acts, which, beyond question, have greatly facilitated dealings in land, but the law governing the transfer of land is still far too complicated.

The Bill of last session aimed at securing the reforms advocated by both schools. In so far as it dealt with the simplification of the Law of Real Property and of Conveyancing, it received the support of the Society. As

you will see from the Report, seven sub-committees were appointed, and to each of them was entrusted the examination of a particular branch of the Bill. The work was exceedingly laborious, but it was done with the greatest care, and with the one object of sweeping away cumbrous forms and adapting the law to present needs. The reports of the sub-committees were reviewed and adopted by the Committee itself, and were then submitted to the Parliamentary draughtsman. Many of the suggestions made are being acted on and others are still under consideration. The Bill itself is still before Parliament and I trust that in its final form it will effect the real reform in the Law of Real Property for which the profession has so long asked. In so far as the Bill sought to extend Compulsory Registration of Title, it was strongly opposed by the Society. It will be time enough to consider that system when it is known how far the country is prepared to go in the direction of assimilating the Law of Realty and Personalty. Registration of title is a simple matter when dealing with war stock or with railway investments, for there each £100 is worth no more than another £100 of the same issue, and the law, so far as registration is concerned, recognises only an absolute owner. If the country is prepared to deal with land and house property in the same way, then compulsory registration may be introduced, but so long as owners attach special importance to the possession of particular houses or estates, and so long as the practice of creating limited interests whether under leases, mortgages, settlements or wills, continues, little if anything can be gained by super-imposing the cost and delays of compulsory registration.

Rent Restriction.

Another Bill upon which the Society endeavoured to serve the State was the Rent Restrictions Bill. Its provisions were carefully examined by the Committee and a detailed report submitted to the Minister of Health. The report was ignored and the Bill became law. It is possibly the worst-drafted Act that disgraces the Statute Book.

The Future of the Profession.

Before I conclude, I would say a few words as to the future of the profession. For years we have as a society fought against the steady growth of officialism. In part, no doubt, our action has been influenced by the fear that our work was being taken from us, but I think that the foundation of our protests lay in the welfare of our clients, that is, of the country as a whole. Our work brings us daily into contact with the paralysing influence of State regulations and control. From the purely selfish point of view, I doubt if we have ever suffered from the official. He and his rules and regulations add enormously to the complexity of affairs, and we have been kept busy in protecting our clients against the abuse of arbitrary power, and in construing and applying to the affairs of life badly drawn Acts of Parliament and worse drawn regulations. This was the position before the war. Since 1914 we have lived in the midst of Emergency Legislation administered with almost unlimited arbitrary power. The Executive and not Parliament have made the law. The Executive and not the Courts have interpreted the law. And the nation, in peril of its existence, has submitted and conformed to the Executive's administrtion of the law. Therefore, we may take it that the State has shown the extent of its capacity to manage everybody and everything; and in the result we have gained a host of allies in our protests against officialism.

It is for us as a profession to do our utmost to help the nation to regain its freedom; to help in the re-establishment of the power of Parliament and the authority of the Law Courts; and to protect the freedom of the individual against the abuse of arbitrary power by officials intoxicated with Emergency Legislature and with the exercise of Emergency Powers. If we are to give real help, we must not shrink from undertaking new kinds of work and assuming new kinds of responsibilities. We must make and keep ourselves familiar with the policy of Government Departments and with the rules and regulations they issue, whether they relate to taxation, to the control of industry, to the regulation of commerce, to the building of our houses, to the management of our local affairs. We must be able not only to interpret but also, if need be, to challenge the legality of the action of the Executive. We must be able to appreciate the effect of the control on the affairs of our clients, and to that end we must be able to grasp the essential conditions under which they are carrying on their businesses.

As a nation, we have established in the face of the world our right to live as a free country, but it will be no free country if, as individuals, we are to remain at the mercy of Ministers of State; and it will be but a bankrupt country if we cannot shake off the paralysing encroachments of officialism.

Now I have done. I have kept you too long, but I am proud of my profession, and I am proud of the work done by our Society. I have not worked for you as others who have occupied this chair before me, but in the past year the interests of our Society have not suffered. The work has been done with wisdom and devotion to duty by the Vice-Presidents, the Committee, the officers, and the staff, and in that work they have had the help and support of every member. I offer to them and to you my most grateful thanks for enabling me as the President to move the adoption of the Report.

The Report and accounts were adopted.

On the motion of Mr. J. H. Kenion, seconded by Mr. John Cameron, it was resolved that the best thanks of the meeting be given to the President for his address, and that the same be printed and circulated as part of the Report.

It was moved by Mr. F. Gregory, seconded by Mr. W. S. Holden, that the thanks of the Society be given to the officers and members of the Committee for their services during the past year.

Ten nominations having been received for the nine vacancies on the Committee, a ballot was taken and the following were duly elected members of the Committee for the term of three years next ensuing—Messrs. W. H. T. Brown, A. E. Chevalier, H. D. Darbishire, Ed. Lloyd, W. J. Shield, G. A. Solly, R. Stewart-Brown, Hadden Todd and Francis Weld.

[We are obliged to hold over the Extracts from the Report of the Committee].

Law Students Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 30th day of November, 1920 (Chairman, Mr. C. W. Bowen), the subject for debate was: "That this House deplores the present freedom of the Press and is of opinion that some form of censorship is needed to safeguard the moral welfare of the nation." Mr. W. S. Jones opened in the affirmative. Mr. D. E. Oliver opened in the negative. The following members also spoke: Messrs. J. F. Chadwick, C. P. Blackwell, D. L. Strellett, A. E. Johnson, Raymond Oliver, and W. M. Pleadwell. The opener having replied, the motion was lost by five votes. There were eighteen members and two visitors present.

Germany and the League.

On 25th November, says the *Times*, Lord Grey of Fallodon, speaking at Liverpool, said the League of Nations was young, but was growing in strength every day, and had already done much. The primary object of the League was to prevent war, which if it occurred in future would be more terrible and destructive than the great war of the immediate past. War had its chemical side and until war was impossible men of science would always be engaged in research, inventing contrivances for use in war, and the time would come when a war would mean the destruction of all civilization. Now we had acquired such power over the forces of Nature, unless the nations of the world developed at the same time the power of control and self-restraint the very powers they had acquired would end by destroying them. However desirable the League was before the war it was now essential to the preservation of civilization. The object of the League was to prevent us from going to war ourselves, then to prevent anyone who wanted to fight us, and then to stop any nation who wanted to fight at all.

If public opinion was on its side, the League would be effective. If Governments, when the time came, refused to make use of the League, it would be the business of public opinion to dismiss those Governments and put others in their place, but public opinion must be ready, and a propaganda was needed outside party politics or other controversial questions which devoted itself entirely to the League. Armaments led to war, and public opinion on the side of the League would in itself discourage the building up of armaments. What every nation was doing with regard to expenditure on armaments should be known to all, and when a nation began to force the pace the pressure of others should be brought to bear.

The sooner enemy states were admitted to the League the better. If the League did not receive the support of all the Great Powers a counter-League would be formed, and they would go back to the old system of alliances. Germany would be far less dangerous inside the League than outside, and, while he appreciated the French point of view, if Germany recognised the great principle of the League of settling disputes by some means other than war, and observed her Treaties, the doors of the League should be open to her. The League should encourage publicity. All Treaties should be submitted to it and published. At no time of peace should there be any secret treaties.

Moot at Oxford.

At a meeting of the Oxford University Moot Club, held in the Codrington Library, Oxford, says the *Times*, a case for argument was stated before the Master of the Rolls, Lord Sterndale, as follows:—

Mr. Goodbody and a committee of citizens of Grandchester are anxious to have a permanent memorial of the Great War to be placed in the public park. They petition the Secretary of State for War and he consents to let them have a damaged tank, which he personally inspected and approved, and which is handed over to Mr. Goodbody by an officer from the War Office. Later it is formally presented to the Mayor and Corporation of Grandchester by Mr. Goodbody and his colleagues and is placed on the spot proposed. A few days later a small child climbs into the tank and in playing with the machinery manages to discharge a hand grenade which by inadvertence has been left in the tank. The child is unhurt, but Brown, who is sitting on a bench in the park, receives serious injuries from the explosion. Brown brings an action for damages against (A) Mr. Goodbody; (B) the Mayor and Corporation of Grandchester; and (C) the Secretary of State for War.

Counsel for the plaintiff were Mr. F. E. S. James (New College) and Mr. W. T. Beckett (Wadham); and for the defendants Mr. J. H. Binns (Brasenose), Mr. C. H. S. Fifoot (Exeter), and Mr. H. E. Kingdon (Balliol).

The Master of the Rolls, giving judgment, said the case was a difficult one and he did not feel entirely confident that his decision would be correct. He would deal, first, with the Secretary of State for War. A finding of fact would be necessary to establish under which of three categories this defendant came. (1) Had he examined the tank with reasonable care and failed to find the bomb; or (2) had he in fact found the bomb; or (3) had he failed to use reasonable care? He would assume the latter. Did he then violate any duty? The answer was "No." According to the dictum of Willes, J., in *Gautret* v. *Egerton*, the sole duty of the donor was to communicate to the donee any defect known to the donor. He was indebted to Mr. Fifoot for calling his attention to the decision in *Coughlin* v. *Gillison* (1899, 1 Q.B.), which followed that dictum. The case against Mr. Goodbody must fail for the same reason. The position of the Mayor and Corporation was, however, different. They had brought a thing, in fact dangerous, though they did not know it, on to their land. The plaintiff was in the position of a licensee. The rule in *Fletcher* v. *Rylands* did not apply here, since the plaintiff was not upon land adjacent to that belonging to the defendants. The owner of land was not responsible for injuries sustained by a licensee on his land, unless caused by some danger apparent to the owner and not to the licensee. Nor could it be maintained that an abandoned tank was, like a gun, a dangerous weapon in itself. There was, therefore, no obligation on the Mayor and Corporation to use care, and no liability on their part. Had the plaintiff been on adjoining land he might have had to decide otherwise. There must be judgment for the defendants.

The meeting was largely attended, many women students being present.

Obituary.

Mr. Arthur Rhys Roberts.

Mr. Lloyd George's former partner, Mr. Arthur Rhys Roberts, the official solicitor to the Supreme Court, died on Friday, November 26th, in a nursing home in London, after a severe operation. Mr. Roberts, who was about 48 years of age, was admitted a solicitor in 1894 and became Mr. Lloyd George's partner a few years later. The firm was known as Lloyd George, Roberts & Co., and the partnership lasted till Mr. Lloyd George became President of the Board of Trade in 1906. On Mr. Lloyd George's retirement from the firm it was known as Rhys Roberts & Co., until Mr. Rhys Roberts was appointed official solicitor to the Supreme Court last December. Mr. Lloyd George is much grieved at the death of his friend and former partner.

The funeral took place on Tuesday at Abney Park Cemetery. Mrs. Lloyd George and Miss Megan Lloyd George were present, and Mr. Herbert Lewis, of the Board of Education, represented the Prime Minister. The service was conducted by the Rev. Morgan Griffiths, assisted by Prebendary Cromie, rector of Stoke Newington. Mr. and Mrs. Lloyd George, Lord Riddell, Sir William Towle, and the Official Solicitor's Department were among those who sent flowers.

Legal News.

Appointments.

The Hon. Mr. Justice Greer has been elected Treasurer of Gray's Inn for the year 1921.

The Rev. W. R. Matthews, M.A., B.D., Dean of King's College, London, and Professor of the Philosophy of Religion at the College, has been appointed Chaplain to Gray's Inn.

Sir Gerald Aubrey Goodman (Chief Judicial Commissioner, Federated Malay States) has been appointed to be the Chief Justice of the Straits Settlements. Sir Gerald was educated in Barbados and at University College, London. He was first Common Law Scholar at the Middle Temple, and was called to the Bar in 1885, and practised in Barbados. He was appointed Solicitor-General there in 1896, and was Attorney-General from 1907 to 1913. From 1889 to 1912 he was a member of the House of Assembly, and in 1908 he was a delegate to the Canadian Reciprocity Conference in Barbados.

Mr. Wilfred Moss, Solicitor, of Loughborough, has received the O.B.E. "for services as Chairman of Advisory Committees under the Derby Scheme, and Military Service Acts." Mr. Moss is Vice-President of the Leicester Law Society.

Information Required.

Sir HERBERT BULKLEY PRAED, Bart., deceased, late of 29, St. James's-place, London, S.W. Anyone having in his possession a Will or a draft of a Will of the above-named deceased or any information which may lead to the discovery of a Will is requested to communicate with Messrs. Royds, Rawstorne & Co., 46, Bedford-square, London, W.C.1.

General.

Mr. Peter Williams, for many years a partner in the firm of Freshfields and Williams, solicitors to the Bank of England, who died on April 4th, left £167,575 net personalty. He left numerous legacies and annuities to servants and others, and charitable legacies to various hospitals and institutions, amounting in all to £19,000.

A young woman who had only been married a year sought the advice of the Willesden Magistrate last week with reference to the conduct of her husband, who, she said, although he was living with her and had made no complaint, had instructed his solicitor to write her the following letter:—

Dear Madam,—We are instructed by your husband that you are carrying out your duties as a wife in a very unsatisfactory manner, and we must ask for an improvement in your treatment of your husband. We are instructed that you took the baby out on a foggy and unsuitable day in defiance of the wishes of your husband. This conduct must cease forthwith, and we are to request that you show a sweeter disposition towards your husband in future.

The Magistrate: This is a very paltry sort of letter.

At the Central Criminal Court on 25th November, before Judge Atherley-Jones, K.C., Herbert Thornton, 32, printer, was sentenced to three years' penal servitude for committing a robbery with violence on a woman named May, at Malden, on the evening of October 12th. The Judge informed the prisoner that it was in his discretion to order him to be flogged. He did not do so because he did not believe that brutal or cruel punishment of the nature of torture had ever been instrumental in reforming criminals or preventing crime.

In the House of Commons on 25th November, Sir G. Hewart, Attorney-General, in answer to Sir J. Butcher, said it was not yet possible to state when the trials of German war criminals at Leipzig would begin. The documents containing the charges and the evidence were in the hands of the Attorney-General of the High Court of Leipzig, and were being investigated in accordance with the procedure of that court. Some time would be required to secure proofs of the evidence of witnesses scattered over a wide area. He had no reason at present to impute delay. None of the accused persons was in the custody of the British Government. Replying to further questions, Mr. Lloyd George said: I paid special attention to this matter and to the attitude of the German Government and their representatives at Spa, and we were all impressed there with the determination of the Minister dealing with the matter. Until I am convinced that they are not going to carry out the undertaking which they gave I would not like to say what steps will be taken.

The Times correspondent, in a message from Berlin, of 25th November, sayd a German engineer who wanted to marry had been compelled to postpone the ceremony because his fiancée, who lives across the border in a neighbouring country, was unable to obtain her passport. To circumvent this difficulty, the engineer conceived the plan of meeting her in a frontier town. There, he arranged with the police that they should be married across the barrier, he standing on one side and she on the other. After the ceremony had been performed, the happy bridegroom leapt forward and lifted his bride, who had meanwhile, of course, changed her nationality by marriage, over the border. The pair then entered a closed carriage and drove away under the noses of the astonished frontier guards, who were powerless to intervene.

Mr. Edward Wildey, who has for 64 years been a barrister's clerk, and for 35 years clerk to Mr. Lewis Thomas, K.C., is retiring at the end of the year.

Lord Bryce presided at the dinner of the Glasgow University Club, London, which was held on 25th November at the Holborn Restaurant. He said that every university had its own distinctive advantages. The merit of English universities was that they were free, but they were not popular; the merit of German universities was that they were popular and had done much for the nation, but they were subject to the State. In Scotland, the universities were popular because they served the whole nation, and they were free because they were independent of the Government. He hoped that would always be the case.

A father and mother, says *The Times*, brought a little girl of 11 to the Willesden magistrate last week, and asked what could be done with her. She was absolutely beyond their control and very frequently stayed out all night. The school attendance officer said that the child had been examined by the school doctor, who stated that, while she was physically and mentally all right, she was morally all wrong. The Magistrate said that it was a unique confession for a father and mother to make that they could not manage a little girl of 11; but if they really could not, the only thing they could do was to charge the child at the police-station with being beyond control. The father said that he would do this.

At Bradford Police Court on 25th November, nine men, including four railway servants, were sent for trial at the Leeds Assizes charged with being concerned in an alleged theft of 6,000 yards of cloth, valued £3,800, from the L. and N. W. Railway Company's goods shed at Bradford. The hearing in Bradford occupied sixteen days, and 108 witnesses were called.

The Times correspondent at New York, in a message of 29th November, says:—A knotty point has arisen in Louisville, Kentucky, in the case of a man named Thornton, who was arrested yesterday while on his honeymoon, for having married his mother-in-law, which is contrary to Kentucky Statute-law. The accused, who only married last Tuesday, had divorced his first wife a few weeks ago and pleaded yesterday that as she was no longer his wife, her mother was no longer his mother-in-law, and that he was therefore free to marry the mother. The magistrate, having no answer ready for such a plea, adjourned the case for a week.

The Labour Commission appointed to inquire into the allegations of reprisals in Ireland left Euston on Tuesday morning for Dublin, where they arrived in the evening. The party from London comprised Mr. Arthur Henderson, M.P., Mr. Adamson, M.P., and Mr. J. Lawson, M.P., representing the Parliamentary Labour Party; Mr. A. G. Cameron (National Executive of the Labour Party), with Mr. Arthur Greenwood, secretary to the Commission, and Mr. W. W. Henderson, Press secretary. Brigadier-General C. B. Thomson is accompanying the Commission as military adviser. Mr. W. Lunn, M.P., representing the Parliamentary Labour Party, and Mr. J. Bromley and Mr. F. W. Jowett, of the National Executive, joined the Commission on the way to Ireland.

A Reuter's message from Washington, dated 30th November, says President Wilson has accepted the invitation of the League of Nations to act as mediator in the Armenian difficulty. The President, however, makes it a condition of his acceptance that only moral influence shall be used, explaining that he is without authority to employ force without the consent of Congress.

In the City of London Court on Tuesday, says *The Times*, Mr. W. C. Longstaff, shipbroker, of Stanton-road, Wimbledon, brought an action against Mr. W. J. E. Clarke, of Walbrook, for the return of £50, which he had paid on 7th May as a fine or premium as a condition for granting him a tenancy of his house at a rent of £35 a year. The plaintiff's case was that he took the house furnished from the original tenant, who decided to live at Brighton. He then asked the defendant to give him a tenancy. The defendant at first said he would turn him out, as he was a trespasser, but offered to sell him the house for £1,000. He declined to buy it, and eventually was offered, and accepted, a three years' agreement if he paid £50. The defendant's case was that he did not take the £50 as a premium or fine, but in consideration of a breach of covenant. The plaintiff was a trespasser, and the defendant could have sued him as such. A forbearance to sue was a good consideration. Sir John Paget, K.C., Deputy Judge, said he did not believe the defendant's story, and the receipt which he gave for the £50 describing the money as being "for services rendered," was shabby. It was a mere blind. He found for the plaintiff, with costs.

At the Central Criminal Court on Wednesday during the trial of three men charged with warehouse-breaking, Inspector Hambrook, of Scotland Yard, who gave evidence as to the finding of two jemmies, was asked by Mr. A. C. Fox-Davies, counsel for one of the prisoners, in how many places they were made. Inspector Hambrook replied that in his experience most burglars bought ordinary box-openers, but the jemmies in this case were made by blacksmiths. There were certain blacksmiths who made them. The inspector remarked that he had seen hundreds of jemmies, but the two produced in this case were the first octagonal ones he had seen.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Sargant.
Monday Dec. 6	Mr. Goldschmidt	Mr. Synge	Mr. Jolly	Mr. Church
Tuesday 7	Borrer	Jolly	Church	Leach
Wednesday ... 8	Bloxam	Church	Leach	Goldschmidt
Thursday..... 9	Synge	Leach	Goldschmidt	Borrer
Friday 10	Jolly	Goldschmidt	Borrer	Bloxam
Saturday 11	Church	Borrer	Bloxam	Synge

Date.	Mr. Justice Astbury.	Mr. Justice Peterson.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.
Monday Dec. 6	Mr. Leach	Mr. Goldschmidt	Mr. Borrer	Mr. Bloxam
Tuesday 7	Goldschmidt	Borrer	Bloxam	Synge
Wednesday ... 8	Borrer	Bloxam	Synge	Jolly
Thursday 9	Bloxam	Synge	Jolly	Church
Friday 10	Synge	Jolly	Church	Leach
Saturday 11	Jolly	Church	Leach	Goldschmidt&c

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 23.

"Q" MOTORS, LTD.—Creditors are required, on or before Nov. 30, to send their names and addresses, and the particulars of their debts or claims, to Lewis Bowen, 112, Leadenhall-st., E.C.3, liquidator.

THE LONG EATON MANUFACTURING CO. LTD.—Creditors, on or before Dec. 13, must prove their debts or claims by forwarding the same to Mr. Thomas Paton, C.A., 3, Piccadilly, Bradford, liquidator.

G. F. & A. BROWN & SONS LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses and the particulars of their debts or claims, to Colin M. Skinner, 7, Norfolk-st., Manchester, liquidator.

R. BARTON ADAMSON & CO. LTD.—Creditors are required, on or before Dec. 20, to send in their names and addresses, with particulars of their debts or claims, to Charles John William Hayward, c/o Messrs. Rising & Ravenscroft, 95, Cannon-st., E.C., liquidator.

BRECON METAL & MANUFACTURING CO. LTD.—Creditors are required, on or before Dec. 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest Leonard Jones, 105, Colmore-row, Birmingham, liquidator.

LANGFORD'S LTD.—Creditors are required, on or before Dec. 20, to send in their names and addresses and full particulars of their debts or claims, to Fred. S. Culley, 5, Bank-plain, Norwich, liquidator.

NORFOLK BROADS YACHTING CO. LTD.—Creditors are required, on or before Dec. 20, to send in their names and addresses and full particulars of their debts or claims, to Fred. S. Culley, 5, Bank-plain, Norwich, liquidator.

THE BRIERLEY HILL DAIRY CO. LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Clare, High-st., Brierley Hill, liquidator.

NUNDYDROOG CO. LTD.—Creditors are requested, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, F.C.I.S., 6, Queen-st.-pl., E.C.4, liquidator.

THE KENLEY LAND CO. LTD.—Creditors are required, on or before Dec. 18, to send their names and addresses and particulars of their claims, to William T. Pollard, 4, Elm-ct., Temple, E.C.4, liquidator.

JAMES LLEWELLYN AND CO. LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Cadivor Edward Morrison James, "Cae Nicholas," Llavane, nr. Cardiff, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, Nov. 23.

R. Barton Adamson & Co. Ltd.
The Ceylon Consolidated Estates Ltd.
Frinton Ltd.
"Q" Motors Ltd.
Butler & Wilson Ltd.
The Kenley Land Co. Ltd.
Perranporth Mines Ltd.
Portuguese Alluvial Tin Syndicate Ltd.
Nundydroog Co. Ltd.
Calne Milling Co. Ltd.
The Wingate Pictures Ltd.
Shirtliff, Bride & Co. Ltd.
Hartlepools Pulp and Paper Co. Ltd.
Dongor Hygienic Co. Ltd.
G. F. & A. Brown & Sons Ltd.
The Drypool Engineering Co. (Hull) Ltd.
Sutton Cinematograph Theatre Ltd.
The Bootle Picture House Ltd.
The Peripalm Syndicate Ltd.
The Nottingham Toy Industry Co. Ltd.
Southgate Ltd.
The Huntington Land and Building Co. Ltd.
Mindol Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 23.

ASHBY, DAISIE CLARA AMALIA MANCHA, Staines. Dec. 21. Trinder, Capron & Co., Leadenhall-st., E.C.3.

ASHMAN, ROBERT HARLAND, Bristol. Dec. 25. Meade-King & Co., Bristol.

BROCKMAN, ALFRED DRAKE, Folkestone, Solicitor. Dec. 31. A. D. & L. J. D. Brockman, Folkestone.

BRYANT, CHARLES JOHN, Forest Gate. Dec. 23. P. G. Bryant, Wembley.

BURROW, THOMAS, Godney, Somerset. Dec. 14. Burrough & Crowder, Wedmore, Somerset.

CLARKE, WILLIAM, Lower Ince, near Wigan, Licensed Victualler. Dec. 18. Joseph Campbell, Wigan.

CLEMENTS, MERCY HARRIETT ANN, Wigan, Draper. Dec. 18. Joseph Campbell, Wigan.

CRANKSHAW, SUSANNAH PILKINGTON, Blackpool. Dec. 31. Ascroft, Whiteside & Co., Blackpool.

CROMPTON, ROBERT, Bilton, Warwick, Provision Dealer. Dec. 31. Wratislaw & Thompson, Rugby.

CUNNINGHAM, SIR HENRY STEWART, K.C.I.E., Eaton-place. Dec. 24. Bartlett & Gregory, 6, New-sq., W.C.2.

FIELD, JAMES, Scotswood, Northumberland, Fitter. Dec. 31. C. H. Gibson, Newcastle-upon-Tyne.

FIRTH, ELIZABETH, Ossett, Yorks. Jan. 20. Dwyer & Son, Dewsbury.

FORD, JANE, Uttoxeter. Dec. 4. F. S. Hawthorn & Son, Uttoxeter.

FRANCE, ALFRED, and FRANCE, MAY, Ealing, Dec. 15. Theodore Goddard & Co., Serjeants'-inn, Temple, E.C.4.

FYNMORE, RICHARD JOHN, Sandgate, Kent, Banker. Dec. 31. A. D. & L. J. D. Brockman, Folkestone.

HANNENT, ROBERT GEORGE, Norwich, Butcher. Dec. 23. L. W. English, Norwich.

HARRIS, WILLIAM THOMAS, Aberdare, Builder. Dec. 23. J. T. Richards, Cardiff.

HARRISON, WILLIAM, Sheffield. Jan. 19. Taylor & Emmet, Sheffield.

HELLAWELL, GEORGE WILLIAM, Huddersfield, J.P., Smallware Merchant. Dec. 18. Armitage, Sykes & Hinchcliffe, Huddersfield.

HEYWOOD, JOHN HODGSON, Bramley, Leeds. Jan. 4. Wm. & E. H. Middlebrook, Leeds.

HEYWOOD, MARY ANN, Bramley, Leeds. Dec. 21. Wm. & E. H. Middlebrook, Leeds.

HOLROYD, ELIZABETH RIDYARD, Old Colwyn. Dec. 20. Boddington, Jordan & Bowden Manchester.
LYLE, MARY, Plymouth. Dec. 20. J. P. Dobell, Plymouth.
MARSDEN, GEORGE HENRY, Honley, near Huddersfield, Woollen Manufacturer. Dec. 18. Armitage, Sykes & Hinchcliffe, Huddersfield.
MASON, ALICE, Shincliffe, Durham, Grocer. Dec. 17. Joseph Mawson, Durham.
MIDDLEMORE-WHITHARD, THOMAS MIDDLEMORE, Exmouth. Dec. 23. Houlditch, Anstey & Thompson, Southernhay, Exeter.
MILLINGEN, AUGUSTUS VAN, Alexandria, Egypt, Hotel Proprietor. Dec. 20. Edward P. Davis, 47, Albemarle-st.
NEWTON, ALICE EMMA GEORGINA, Cheltenham. Dec. 31. Ticehurst, McIlquham & Wyatt, Cheltenham.
PAWLEY, ELIZABETH JESSIE, Stoke, Devonport. Dec. 25. J. P. Dobell, Plymouth.
PIXLEY, REBECCA ELIZA, South Hayling. Dec. 22. Wannop & Falconer, Chichester.
PUNT, MARY, Sheringham, Norfolk. Dec. 23. L. W. English, Norwich.
RICE, ARTHUR SAMUEL, Gloucester, General Carrier. Dec. 31. Grimes, Madge & Lloyd, Gloucester.
RICHARDS, EVA MARY, Easebourne, near Midhurst. Dec. 31. Johnson & Clarence, Midhurst.
ROBERTS, MARGARET, Abererch, Carnarvon. Dec. 15. O. Dobyns-Owen, Pwllheli.
ROBINSON, AUBREY, St. John's Wood, N.W. Dec. 31. Fladgate & Co., Pall Mall, S.W.1.
RUTHERFORD-ELLIOT, ELIZABETH JUDITH, Weston-super-Mare. Dec. 21. Bolton & Davidson, Bristol.
SENIOR, EDITH HANNAH, Shepley, near Huddersfield. Dec. 18. Armitage, Sykes & Hinchcliffe, Huddersfield.
SHAWCROSS, FANNY WILSON, Lower Walton, near Warrington. Dec. 30. Callis & Woosnam, Blackpool.
SHORT, ELIZA, Holloway, Grocer. Dec. 28. Moodie & Sons, Basinghall-av., E.C.2.
SIMPSON, WALTER, Hampton Lucy, Warwickshire. Jan. 1. Jeffery Parr, Hazell & Parr, Birmingham.
SKINNER, AMY LOTTIE, Canterbury. Dec. 19. Mercer, Baker & Bowen, Canterbury.
SMYLIE, JOSEPH, Eccles, Lancs., Wholesale Provision Merchant. Jan. 8. George Oates, Manchester.
SPENS, REGINALD HOPE, Walton-on-Thames, Dec. 24. Hopgood, Mills, Steele & Co., 11, New-sq.
STEVENSON, WALTER MACDOUGALL, Regent's Park-rd., N.W. Dec. 31. Rose, Johnson & Hicks, Suffolk-st., S.W.1.
SYKES, ALFRED, Huddersfield, Woollen Cloth Merchant. Dec. 18. Armitage, Sykes & Hinchcliffe, Huddersfield.

Bankruptcy Notices.

London Gazette, FRIDAY, Nov. 19.

RECEIVING ORDERS.

CRITCHLEY, HERBERT C. M., Eltham, Kent, Teacher of Music. Greenwich. Pet. Sept. 29. Ord. Nov. 16.
DAVIS, BERT, Higher Broughton, Lancs., General Dealer. Salford. Pet. Oct 15. Ord. Nov. 16.
FIELD, JOHN, Bolton, General Dealer. Bolton. Pet. Oct. 7. Ord. Nov. 17.
GARIQUE, JOSEPH, Chorlton-on-Medlock, Manchester, Manufacturer. Manchester. Pet. Oct. 4. Ord. Nov. 16.
HARTLES, JOHN HENRY, Hockley Heath, Warwick, Farmer. Birmingham. Pet. Nov. 15. Ord. Nov. 15.
JEWSON, WILLIAM GILBERT, Barrow-in-Furness, Tailor. Barrow-in-Furness. Pet. Nov. 16. Ord. Nov. 16.
KENT, WILLIAM GEORGE, Walton, Butcher. Ipswich. Pet. Nov. 2. Ord. Nov. 16.
LEACH, JOHN CYRIL, Runcorn, Chester, Grocer. Warrington. Pet. Nov. 16. Ord. Nov. 16.
LEADBETTER, HARRY, Burnley, Picturedrome Proprietor. Barnstaple. Pet. Nov. 16. Ord. Nov. 16.
LEVY, JOSEPH MARTIN, Notting Hill, Assistant Cinema Manager. High Court. Pet. Nov. 16. Ord. Nov. 16.
LOWE, JOHN WILLIAM, Bolton, Dataller. Bolton. Pet. Nov. 15. Ord. Nov. 15.
LUKE, GEORGE, Ashington, Northumberland, Grocer. Newcastle-upon-Tyne. Pet. Nov. 15. Ord. Nov. 15.
MASON, ISAAC JOEL, Manchester, India Rubber Merchant. Manchester. Pet. Nov. 13. Ord. Nov. 16.
NICCOLL JOHN, Old Trafford, Manchester, Product Manufacturer. Ashton-under-Lyne. Pet. Nov. 16. Ord. Nov. 16.
ROBERTS, HENRY EDWARD, Coventry. Coventry. Pet. Oct. 15. Ord. Nov. 15.
SADLER, FREDERICK, Tintern, Monmouth, Grocer. Newport, Mon. Pet. Nov. 16. Ord. Nov. 16.
SAGAR, WILLIAM HENRY, Keighley, Grocer. Bradford. Pet. Nov. 4. Ord. Nov. 17.
SCOBLE, FRANK, Exeter, Grocer. Exeter. Pet. Nov. 12. Ord. Nov. 12.
SHEINBERG, MORRIS, Commercial-rd., E.1. High Court. Pet. Nov. 16. Ord. Nov. 16.
TINDALL, WILLIAM RICHARD, Ystrad Mynach, Glam., Engineer. Merthyr Tydfil. Pet. Oct. 6. Ord. Nov. 17.
WITHERS, ALFRED ROSS, St. John's Wood. High Court. Pet. Aug. 11. Ord. Nov. 4.

FIRST MEETINGS.

COLEMAN, HARRY, Dorchester, Licensed Victualler. Dorchester. Nov. 26 at 2.30. Off. Rec., City-chmbrs., Catherine-st., Salisbury.
COYNE, DANIEL, J., Hampstead, Tutor. High Court. Nov. 29 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
CRITCHLEY, HERBERT CHARLES MARTYN, Eltham, Kent, Teacher of Music. Greenwich. Nov. 29 at 11.30. York-rd., Westminster Bridge-rd., S.E.1.
DALE, F., Camberwell-rd., Chocolate Manufacturers. High Court. Nov. 29 at 12.30. Bankruptcy-bldgs., Carey-st. W.C.2.
EDWARDS, R. DE C., Thundersley, Essex. Chelmsford. Nov. 26 at 11.30. Bedford-row, W.C.
GARIQUE, JOSEPH, Chorlton-on-Medlock, Manufacturer. Manchester. Nov. 29 at 3.30. Off. Rec., Byrom-st., Manchester.
HATFIELD, ALBERT, Kingston-upon-Hull, Railway Worker. Kingston-upon-Hull. Nov. 29 at 11.30. Off. Rec. York City Bank-chmbrs., Lowgate, Hull.
HOLDSWORTH, GEORGE, Ashton-on-Mersey, Financier. Manchester. Nov. 29 at 3. Off. Rec., Byrom-st., Manchester.
LEVY, JOSEPH MARTIN, Notting-hill, Assistant Cinema Manager. High Court. Nov. 30 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
LOWENBERG, JAMES, Folkestone, Eating-house Keeper. Canterbury. Nov. 27 at 9.30. Off. Rec., Castle-st., Canterbury.
LUKE, GEORGE, Ashington, Northumberland, Grocer. Newcastle-upon-Tyne. Nov. 30 at 11. Off. Rec., Pearl-bldgs., 4, Northumberland-st., Newcastle-upon-Tyne.
SCOBLE, FRANK, Exeter, Grocer. Exeter. Nov. 29 at 11. Off. Rec., Bedford circus, Exeter.
SHEINBERG, MORRIS, Commercial-rd., E.1. High Court. Dec. 1 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
WILLIS, WILLIAM, Harlesden, Bexley, Kent, Builder. Barnet. Nov. 26 at 12. Bedford-row, W.C.1.
WIMLETT, GEORGE HENRY, Tiddington, Butcher. Warwick. Nov. 29 at 12. Off. Rec., 8 High-st., Coventry.
WITHERS, ALFRED ROSS, St. John's Wood. High Court. Nov. 29 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

ADJUDICATIONS.

BLAIR, STUART DUNCAN, Bayswater. High Court. Pet. June 18. Ord. Nov. 15.
GREEN, HARRY, Whitechapel, Woollen Merchant. High Court. Pet. Aug. 18. Ord. Nov. 17.
HARTLES, JOHN HENRY, Hockley Heath, Farmer. Birmingham. Pet. Nov. 15. Ord. Nov. 15.
JEWSON, WILLIAM GILBERT, Barrow-in-Furness, Tailor. Barrow-in-Furness. Pet. Nov. 16. Ord. Nov. 16.
LEADBETTER, HARRY, Burnley, Lancs., Picturedrome Proprietor. Barnstaple. Pet. Nov. 16. Ord. Nov. 16.
LEACH, JOHN CYRIL, Runcorn, Chester, Grocer. Warrington. Pet. Nov. 16. Ord. Nov. 16.
LOWE, JOHN WILLIAM, Bolton, Dataller. Bolton. Pet. Nov. 15. Ord. Nov. 15.
NICCOLL, JOHN, Old Trafford, Manchester, Bone Product Manufacturer. Ashton-under-Lyne. Pet. Nov. 16. Ord. Nov. 16.
ROBERTS, HENRY EDWARD, Coventry. Coventry. Pet. Oct. 15. Ord. Nov. 18.
SADLER, FREDERICK, Tintern, Monmouth, Grocer. Newport, Mon. Pet. Nov. 16. Ord. Nov. 16.
SCOBLE, FRANK, Exeter, Grocer. Exeter. Pet. Nov. 12. Ord. Nov. 12.
SHEINBERG, MORRIS, Commercial-rd., E.1. High Court. Pet. Nov. 16. Ord. Nov. 16.
WITHERS, ALFRED ROSS, St. John's Wood. High Court. Pet. Aug. 11. Ord. Nov. 16.

Amended Notice substituted for that published in the *London Gazette* of Oct. 29, 1920:—

MENDELSOHN, JACOB, Crouch End, Milliner. High Court. Pet. Aug. 10. Ord. Oct. 26.

London Gazette.—TUESDAY, Nov. 23.

ORDER ANNULLING, REVOKING, OR RESCINDING ORDER.

CHAPELIER, GEORGE, Edenfield, Manchester, Paper Pulp Manufacturer. Bolton. Ord. Resc. Rec. Ord. Mar. 17, 1920. Date of Resc. Nov. 18, 1920.

RECEIVING ORDERS.

CARROLL, A. L., Barcombe Mills, Sussex, Hotel Proprietor. Brighton. Pet. Oct. 28. Ord. Nov. 19.
CHENEY, ETHEL MAY, Newcastle-under-Lyme, Dressmaker. Hanley. Pet. Nov. 17. Ord. Nov. 17.
COHEN, SAM, Leeds, Clothier. Leeds. Pet. Nov. 17. Ord. Nov. 17.
COLE, FREDERICK WILLIAM, Bury St. Edmunds, Draper. Bury St. Edmunds. Pet. Nov. 18. Ord. Nov. 18.
COULBY, MARK, and COULBY, GEORGE, West Bridgford, Notts, Joiners. Nottingham. Pet. Nov. 19. Ord. Nov. 19.
FUNNELL, GEORGE, Lewes, Wheelwright. Brighton. Pet. Nov. 18. Ord. Nov. 18.
GANNAWAY, GEORGE, Bristol, Furniture Dealer, and GANNAWAY, HARRY, Bristol, Licensed Hawker. Bristol. Pet. Nov. 18. Ord. Nov. 18.
HENDERSON, JOHN WILLIAM, Birkenhead, Draper. Birkenhead. Pet. Nov. 19. Ord. Nov. 19.
HOLMAN, FREDERICK, Liverpool, Hairdresser. Liverpool. Pet. Oct. 15. Ord. Nov. 19.
HOWARD, BERNARD, Penrith. Carlisle. Pet. Oct. 11. Ord. Nov. 18.
HULME, JAMES HERBERT, Grappenhall, Chester, Joiner. Warrington. Pet. Nov. 18. Ord. Nov. 18.
KIRBY, ERIC WILLIAM, Liverpool, Provision Merchant. Liverpool. Pet. Nov. 18. Ord. Nov. 18.
MASON, RICHARD ROBERT, Leeds, Licensed Victualler. Leeds. Pet. Nov. 19. Ord. Nov. 19.
SCHOOLING, SAMUEL, Brighouse, Constructional Engineer. Halifax. Pet. Nov. 17. Ord. Nov. 17.
SPENCER, GEORGE, Sutton-in-Ashfield, Grocer. Nottingham. Pet. Nov. 19. Ord. Nov. 19.
WHARTON, FREDERICK JOHN, Stalybrdge, Cheshire, Gentlemen's Outfitter. Ashton-under-Lyne. Pet. Nov. 18. Ord. Nov. 18.
WHERLHOUSE, WILLIAM, Westminster Bridge-rd., S.E., Toy Maker. High Court. Pet. Nov. 8. Ord. Nov. 18.
WRIGHT, PHILIP, Ipswich, Fish Merchant. Ipswich. Pet. Nov. 18. Ord. Nov. 18.

FIRST MEETINGS.

BARLING, FRANCES EMILY, Ross, Hereford. Hereford. Dec. 1 at 12.30. Off. Rec., Offa-st., Hereford.
BRODIE, STEPHINA PATRICA, Hove. Brighton. Dec. 3 at 2.30. Off. Rec., Marlborough-pl., Brighton.
COHEN, SAM, Leeds, Clothier. Leeds. Dec. 1 at 10.30. Off. Rec., Bond-st., Leeds.
DAVENPORT, EDWARD SHERRINGTON, Briton Ferry, Glam. Journeyman Baker. Neath. Dec. 1 at 11. Off. Rec., Government-bldgs., St. Mary's-st., Swansea.
HUBBARD, MARY CATHERINE, Coventry. Coventry. Dec. 2 at 12. Off. Rec., High-st., Coventry.
JANES, DAVID EDWARD, Edenborough, Dealer in Poultry. Luton. Dec. 9 at 10.45. The Court House, Luton.
JEWSON, WILLIAM GILBERT, Barrow-in-Furness, Tailor. Barrow-in-Furness. Dec. 1 at 11.15. Off. Rec., Barrow-in-Furness.
JONES, WILLIAM JOHN, Talywain, Mon., Boot Repairer. Newport, Mon. Dec. 2 at 11.45. The County Court Office, Dock-st., Newport, Mon.
LEACH, JOHN CYRIL, Runcorn, Chester, Grocer. Warrington. Dec. 1 at 11.30. Off. Rec., Union Marine Buildings, 11, Dale-st., Liverpool.
MASON, RICHARD ROBERT, Leeds, Licensed Victualler. Leeds. Dec. 1 at 11.30. Off. Rec., Bond-st., Leeds.
RIDING, CHARLES LORD, Accrington, Joiner. Blackburn. Dec. 1 at 10.45. County Court House, Victoria-st., Blackburn.
SAGAR, WILLIAM HENRY, Keighley, Grocer. Bradford. Dec. 1 at 3. Off. Rec., 12, Duke-st., Bradford.
SCHOOLING, SAMUEL, Brighouse, Constructional Engineer. Halifax. Dec. 1 at 10.15. County Court House, Prescott-st., Halifax.
STACPOOLE, THOMAS JOHN SCARBOROUGH DE VERE, Liverpool, General Merchant. Liverpool. Dec. 2 at 11.30. Off. Rec., Union Marine Buildings, 11, Dale-st. Liverpool.
WHEELHOUSE, WILLIAM, Westminster Bridge-rd., S.E., Toy Maker. High Court. Dec. 2 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
WILD, WILLIAM TATE, Leeds, Dental Practitioner. Leeds. Dec. 1 at 11. Off. Rec., Bond-st., Leeds.

ADJUDICATIONS.

CHENEY, ETHEL MAY, Newcastle-under-Lyme, Dressmaker. Hanley. Pet. Nov. 17. Ord. Nov. 17.
CRITCHLEY, HERBERT CHARLES MARTYN, Eltham, Kent, Teacher of Music. Greenwich. Pet. Sept. 29. Ord. Nov. 19.
COHEN, SAM, Leeds, Clothier. Leeds. Pet. Nov. 17. Ord. Nov. 17.
COLE, FREDERICK WILLIAM, Bury St. Edmunds, Draper. Bury St. Edmunds. Pet. Nov. 18. Ord. Nov. 18.
COULBY, MARK, and COULBY, GEORGE, West Bridgford. Joiners. Nottingham. Pet. Nov. 19. Ord. Nov. 19.
COYNE, DAVID JOSEPH, Hampstead, Tutor. High Court, Pet. Oct. 2. Ord. Nov. 18.
FUNNELL, GEORGE, Lewes, Wheelwright. Brighton. Pet. Nov. 18. Ord. Nov. 18.
GANNAWAY, GEORGE, Bristol, Furniture Dealer. Bristol. Pet. Nov. 18. Ord. Nov. 18.
HULME, JAMES HERBERT, Grappenhall, Chester, Joiner. Warrington. Pet. Nov. 18. Ord. Nov. 18.
KIRBY, ERIC WILLIAM, Liverpool, Provision Merchant, Liverpool. Pet. Nov. 18. Ord. Nov. 18.
LEGGE, GEORGE HENRY, New Broad-st., Hardware Manufacturers' Agent. High Court. Pet. May 6. Ord. Nov. 6.
LEVY, JOSEPH MARTIN, Notting Hill, Assistant Cinema Manager. High Court. Pet. Nov. 16. Ord. Nov. 18.
LUKE, GEORGE, Ashington, Northumberland, Grocer, Newcastle-upon-Tyne. Pet. Nov. 15. Ord. Nov. 19.
MENHEIM, ABRAHAM, Boscombe, Hat Manufacturer. Poole. Pet. Oct. 13. Ord. Nov. 20.
MASON, RICHARD ROBERT, Leeds, Licensed Victualler. Leeds. Pet. Nov. 19. Ord. Nov. 19.
SAGAR, WILLIAM HENRY, Keighley, Grocer. Bradford. Pet. Nov. 4. Ord. Nov. 18.
SCHOOLING, SAMUEL, Brighouse, Constructional Engineer. Halifax. Pet. Nov. 17. Ord. Nov. 17.
SPENCER, GEORGE, Sutton-in-Ashfield, Grocer. Nottingham. Pet. Nov. 19. Ord. Nov. 19.
WHARTON, FREDERICK JOHN, Stalybridge, Gentlemen's Outfitter. Ashton-under-Lyne. Pet. Nov. 18. Ord. Nov. 18.
WILD, WILLIAM TATE, Leeds, Dental Practitioner. Leeds. Pet. Oct. 11. Ord. Nov. 18.
WILLINK, J. H. W., Norwich. High Court. Pet. July 20. Ord. Nov. 18.
WRIGHT, PHILIP, Ipswich, Fish Merchant. Ipswich. Pet. Nov. 18. Ord. Nov. 18.

AMENDED NOTICE

substituted for that appearing in the *London Gazette* of Nov. 9, 1920.

DAINTREE, FREDERICK HERBERT, Altrincham, Painter. Manchester. Pet. Nov. 5. Ord. Nov. 5.

ADJUDICATIONS ANNULLED.

HILL, WILLIAM GEORGE, Eaglescliffe, Durham, with GEORGE MORRELL, Middlesbrough, Iron Merchants. Adjud. Oct. 6, 1913. Annul. Oct. 28, 1920.